

**STANDARD FORM 2**  
FEBRUARY 1965 EDITION  
GENERAL SERVICES ADMINISTRATION  
FPR (41CFR) 1D16.601

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE: MAR 30 2000

LEASE #GS-11B-00182

THIS LEASE, made and entered into this date between: AIP/Loudoun, Limited Partnership

Whose address is: c/o Cambridge Development Group, L.P.  
560 Herndon Parkway, Suite 210  
Herndon, Virginia 20170

and whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

**A TOTAL OF 49,692 RENTABLE SQUARE FEET (RSF) BEING THE ENTIRE BUILDING OF LABORATORY AND RELATED SPACE LOCATED ON APPROXIMATELY 6.79 ACRES AT THE 606 BUSINESS PARK, STERLING, VIRGINIA AS SHOWN ON THE ATTACHED PLANS.**

to be used for LABORATORY AND RELATED PURPOSES AS DETERMINED BY THE GOVERNMENT.

\* \* \* \* \*

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the 18-YEAR FIRM term beginning upon fulfillment of the following conditions:  
Substantial completion;  
Issuance of Certificate of Occupancy; and  
Acceptance of the space by the Government,  
subject to termination and renewal rights as may be hereinafter set forth.
3. The Government shall pay the Lessor annual rent of \$2,201,852.52 at the rate of \$183,487.71 per MONTH in arrears. Rent for a lesser period or lesser space shall be prorated. The annual operating base year costs are hereby established as (b) (4). Base year real estate taxes are estimated at \$125,000. Rent checks shall be made payable to: AIP/Loudoun, Limited Partnership.
4. ~~The Government may terminate this lease at any time effective by giving at least 180 days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the date after the date of mailing.~~
5. ~~This lease may be renewed at the option of the Government, for the following terms and at the following rentals: Such option shall become effective provided notice be given in writing to the Lessor at least 180 DAYS before the end of the original lease term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.~~

LESSOR

GOV'T

EXCEPTION TO SF2 APPROVED GSA/IRMS 12D89

6. The Lessor shall furnish to the Government as part of the rental consideration, the following:

- A. ALL SERVICES, MAINTENANCE, ALTERATIONS, AND REPAIRS IN ACCORDANCE WITH SFO NO. 98-022
- B. All work required to secure the site, provide a buildable pad and provide access and utilities to perform the work outlined in the lease.
- C. The leased premises are to be entirely occupied by the Government.
- D. The Lessor shall furnish the Government a construction field office adjacent to the site with full utility and janitorial services in accordance with the requirements stated in section 01590, Attachment #3 to the SFO, at a lump sum cost to the Government to be paid separate from the rent hereunder.
- E. The Government shall make a \$1,500,000 lump sum payment to the Lessor upon substantial completion of the Premises, such payment to be applied to the cost of the tenant improvements performed by the Lessor under this Lease.

7. The following are attached and made a part hereof:

- 1. SOLICITATION FOR OFFERS #98-022, 30 PAGES
- 2. AMENDMENT NO. 1 TO SOLICITATION FOR OFFERS #98-022, 3 PAGES
- 3. RIDER 1 TO LEASE NO. GS-11B-00812
- 4. GSA FORM 1217, LESSOR'S COST STATEMENT, 1 PAGE
- 5. SFO ATTACHMENT #2, INFORMATION PACKAGE, 17 PAGES
- 6. SFO ATTACHMENT #3, SPECIFICATIONS, CD-ROM
- 7. SFO ATTACHMENT #4, DRAWINGS, CD-ROM
- 8. SFO ATTACHMENT #5 WITH AM #0001, CD-ROM
- 9. SFO ATTACHMENT #6, WAGE DETERMINATION
- 10. GSA FORM 3516A, SOLICITATION PROVISIONS, 4 PAGES
- 11. GSA FORM 3517B, GENERAL CLAUSES, 31 PAGES
- 12. GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS, 5 PAGES
- 13. PROJECT SCHEDULE, DATED 12/13/99
- 14. SITE PLAN

8. The following changes were made in this lease prior to its execution:

Paragraph 4 deleted.

Paragraph 5 deleted.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: AIP/LOUDOUN, LIMITED PARTNERSHIP

(b) (6)

BY Galaxy Post Office Associates, L.L.C. BY

General Partner

(b) (6)

Andrew Czekaj, Member

IN PRESENCE OF

ADDRESS 560 Herndon Parkway, Suite 210  
Herndon, VA 20170

UNITED STATES OF AMERICA

(b) (6)

BY

CONTRACTING OFFICER, GSA, NCR, OPR, RED

**SOLICITATION FOR OFFERS**

**THE GENERAL SERVICES ADMINISTRATION  
IS INTERESTED IN LEASING APPROXIMATELY  
49,692 RENTABLE SQUARE FEET  
OF LABORATORY AND RELATED SPACE IN NORTHERN VIRGINIA**

(b) (6)

NAME: DAWUD ABDUR-RAHMAN  
TITLE: CONTRACTING OFFICER

**NOTICE TO OFFERORS OF SUBCONTRACTING PLAN REQUIREMENTS**

Offerors, prior to being awarded any contract exceeding \$500,000 (\$1 million for construction), shall be required to submit an acceptable subcontracting plan (see FAR 52.219-9) or demonstrate that no subcontracting opportunities exist. This provision does not apply to small business concerns.

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

SFO NO. 98-022  
02/03/99

INITIALS:

LESSOR



&

GOVT

## TABLE OF CONTENTS

|  |           |
|--|-----------|
| <b>1.0 SUMMARY</b>                                   | <b>4</b>  |
| 1.1. AMOUNT AND TYPE OF SPACE (JAN 1997)             | 4         |
| 1.2. AREA OF CONSIDERATION                           | 4         |
| 1.3. UNIQUE REQUIREMENTS                             | 4         |
| 1.4. LEASE TERM                                      | 4         |
| 1.5. OFFER DUE DATE                                  | 4         |
| 1.6. OCCUPANCY DATE                                  | 4         |
| 1.7. HOW TO OFFER (JAN 1997)                         | 5         |
| 1.8. PLANS WITH OFFER (JAN 1997)                     | 6         |
| 1.9. DISCUSSIONS (JAN 1997)                          | 6         |
| 1.10. PRICE EVALUATION (PRESENT VALUE) (JAN 1997)    | 6         |
| 1.11. AWARD (JAN 1997)                               | 7         |
| 1.12. ACCESSIBILITY FOR NEW CONSTRUCTION (JAN 1997)  | 7         |
| 1.13. SEISMIC SAFETY FOR NEW CONSTRUCTION (JAN 1997) | 7         |
| 1.14. LABOR STANDARDS (JAN 1997)                     | 8         |
| 1.15. AWARD BASED ON PRICE (DEC 1996)                | 9         |
| <b>2.0 MISCELLANEOUS</b>                             | <b>9</b>  |
| 2.1. UNIT COSTS                                      | 9         |
| 2.2. ALTERATIONS \$25,000 OR LESS                    | 9         |
| 2.3. ALTERATIONS \$100,000 OR LESS (JAN 1997)        | 9         |
| 2.4. ALTERNATE PROPOSALS (BID OPTIONS)               | 10        |
| 2.5. TAX ADJUSTMENTS (AUG 1992)                      | 10        |
| 2.6. PERCENTAGE OF OCCUPANCY                         | 10        |
| 2.7. OPERATING COSTS (JUN 1985)                      | 11        |
| 2.8. OPERATING COSTS BASE (JAN 1997)                 | 11        |
| 2.9. RENTABLE SPACE (JUN 1994)                       | 11        |
| 2.10. BOMA USABLE SQUARE FEET (JAN 1997)             | 12        |
| 2.11. COMMON AREA FACTOR (JAN 1997)                  | 12        |
| 2.12. APPURTENANT AREAS                              | 12        |
| 2.13. LIQUIDATED DAMAGES, GSAR 552.270-22            | 12        |
| 2.14. RELOCATION ASSISTANCE ACT                      | 12        |
| 2.15. EVIDENCE TO CAPABILITY TO PERFORM              | 12        |
| <b>3.0. DESIGN AND CONSTRUCTION</b>                  | <b>14</b> |
| 3.1. CONSTRUCTION SCHEDULE                           | 14        |
| 3.2. WORKING-CONSTRUCTION DOCUMENTS                  | 14        |
| 3.3. REVIEW OF WORKING-CONSTRUCTION DOCUMENTS        | 15        |
| 3.4. ACCEPTANCE OF SPACE                             | 15        |
| 3.5. RENT COMMENCEMENT                               | 15        |
| 3.6. PROGRESS REPORTS                                | 16        |
| 3.7. CONSTRUCTION INSPECTIONS                        | 16        |
| 3.8. CONTACTS WITH GSA                               | 16        |
| 3.9. MISCELLANEOUS LABOR CLAUSES (AUG 1994)          | 16        |
| <b>4.0. MECHANICAL, ELECTRICAL, PLUMBING</b>         | <b>22</b> |
| 4.1. MECHANICAL, ELECTRICAL, PLUMBING: GENERAL       | 22        |
| 4.2. ENERGY COST SAVINGS (JAN 1997)                  | 23        |
| 4.3. HEATING AND AIR CONDITIONING (JAN 1997)         | 23        |
| 4.4. VENTILATION (OCT 1996)                          | 23        |
| 4.5. ELECTRICAL: GENERAL                             | 23        |

|   |               |
|---|---------------|
| <b>5.0 SERVICES, UTILITIES, MAINTENANCE</b> .....                   | <b>24</b>     |
| 5.1. SERVICES, UTILITIES, MAINTENANCE:GENERAL.....                  | 24            |
| 5.2. NORMAL HOURS.....  | 24            |
| 5.3. OVERTIME USAGE (JAN 1997).....                                 | 24            |
| 5.4. UTILITIES.....   | 24            |
| 5.5. UTILITIES: SEPARATE FROM RENTAL (JAN 1997).....                | 24            |
| 5.6. JANITORIAL SERVICES (JAN 1997).....                            | 24            |
| 5.7. JANITORIAL SERVICES (JAN 1997).....                            | 24            |
| 5.8. SCHEDULE OF PERIODIC SERVICES.....                             | 25            |
| 5.9. MAINTENANCE AND TESTING OF SYSTEMS (OCT 1996).....             | 25            |
| 5.10. SECURITY.....   | 25            |
| 5.11. SECURITY: ADDITIONAL REQUIREMENTS.....                        | 25            |
| 5.12. BUILDING OPERATING PLAN.....                                  | 26            |
| 5.13. LANDSCAPE MAINTENANCE.....                                    | 26            |
| <br><b>6.0 SAFETY AND ENVIRONMENTAL MANAGEMENT</b> .....            | <br><b>26</b> |
| 6.1. OCCUPANCY PERMIT (OCT 1996).....                               | 26            |
| 6.2. FIRE AND LIFE SAFETY (OCT 1996).....                           | 26            |
| 6.3. OSHA REQUIREMENTS (OCT 1996).....                              | 26            |
| 6.4. ASBESTOS (OCT 1996).....                                       | 26            |
| 6.5. INDOOR AIR QUALITY (OCT 1996).....                             | 26            |
| 6.6. RADON IN AIR (OCT 1996).....                                   | 27            |
| 6.7. RADON IN WATER (SEPT 1991).....                                | 28            |
| 6.8. HAZARDOUS MATERIALS (OCT 1996).....                            | 29            |
| 6.9. RECYCLING (OCT 1996).....                                      | 29            |
| <br><b>7.0 SPECIAL REQUIREMENTS</b> .....                           | <br><b>29</b> |
| 7.1. SPECIAL REQUIREMENTS-GOVERNMENT CONSTRUCTION FIELD OFFICE..... | 29            |
| 7.2. SPECIAL REQUIREMENTS - 2.....                                  | 29            |
| 7.3. SPECIAL REQUIREMENTS - 3.....                                  | 29            |
| 7.4. SPECIAL REQUIREMENTS - 4.....                                  | 29            |
| 7.5. SPECIAL REQUIREMENTS - 5.....                                  | 30            |

 & 

## **1.0 SUMMARY**

### **1.1. AMOUNT AND TYPE OF SPACE (JAN 1997)**

- (a) The General Services Administration (GSA) is interested in leasing approximately 50,978 rentable square feet of space. The rentable space must yield a minimum of 48,000 BOMA Usable Square Feet (as defined elsewhere in this solicitation) to a maximum of 49,000 BOMA Usable Square Feet, available for use by Tenant for personnel, furnishings, and equipment.
- (b) Each site offered must meet the requirements of the SFO.
- (c) Unless otherwise noted, all references in this solicitation to square feet shall mean BOMA Usable Square Feet.

### **1.2. AREA OF CONSIDERATION**

#### **a. DELINEATED AREA**

The site must be within the delineated area as specified in Attachment No. 2 of the SFO.

### **1.3. UNIQUE REQUIREMENTS**

- a. The total net (excluding services and utilities) annual rental must not exceed 1.87 million dollars for Fiscal Year 1999. (Prospectus Threshold).
- b. Information which demonstrates that the Offeror's proposed lease will be an "operating lease" as defined by the OMB Bulletin 91-02, dated October 18, 1990. A copy of the guidance is enclosed for your information.
- c. The Government will furnish as an integral part of this SFO, Project Program Documents for the laboratory facility. As a part of the rental consideration, the successful offeror shall provide all design and engineering services required to adapt the Government furnished Project Program to the proposed site. The Lessor shall assume ownership of the Government furnished Project Program at the point of lease award. The Government Project Program Documents consist of Drawings (two volumes) and Specifications (Divisions 0 to 16).
- d. Each offeror is required to perform and furnish, at the offeror's expense, a site plan layout. If the site plan layout submitted by the offeror demonstrates that the Government's requirements cannot be accommodated within the site offered, then the Government will advise the offeror that his/her offer is unacceptable.
- e. This is a modified Design-Build type project. The Lessor is responsible for furnishing the Government both the design and the construction in accordance with the SFO requirements including entire project financing and operating and maintaining the entire facility for the term of the lease.

### **1.4. LEASE TERM**

The lease term is for 20 years firm.

### **1.5. OFFER DUE DATE**

Offers are due by close of business March 19, 1999 and must remain open until Award.

### **1.6. OCCUPANCY DATE**

Occupancy is required by Spring 2001.

## 1.7. HOW TO OFFER (JAN 1997)



(a) Offers are to be submitted to the Contracting Officer at:

Dawud Abdur-Rahman,  
Contracting Officer  
GSA- WPC  
Capital Development Division  
7<sup>th</sup> & D Streets, SW, Room 2021  
Washington, DC 20407

(b) No later than the close of business, 4:30 PM, on the offer due date the following documents, properly executed, and must be submitted:

1. GSA Form 1364, Proposal to Lease Space (Attachment No. 1) or similar form.
2. GSA Form 1217, Lessor's Annual Cost Statement (Attachment No. 1).
3. GSA Form 3518, Representations and Certifications (Attachment No. 1).
4. The Offeror must also include as part of the offer, information that addresses any award factors, which are listed in the solicitation.
5. GSA Form 3516, Solicitation Provisions (Attachment No.1).
6. GSA Form 3517B, General Clauses (Attachment No.1).
7. All information requested in Attachment No. 2.
8. Building Operating Plan in accordance with paragraph 5.12.
9. Lump sum price for the Government Construction Field Office identified in paragraph 7.1.
10. All requirements specified in paragraph 2.15 Evidence of Capability To Perform.
11. A conceptual site plan showing the location on the site, orientation, setbacks, easements, building footprint, access and parking, property line and surrounding streets. Scale is 1" = 30'.
12. Information which addresses the requirement outlined in paragraph 1.3(b) relating to "operating lease" criteria. Offeror's response shall include data which provides cost to construct, including supporting information; estimated land value and basis for this valuation; and contemplated debt and equity structure.

**There will be no public opening of offers and all offers will be confidential until the lease has been awarded; however, the Government may release proposals outside the Government to a Government support contractor to assist in the evaluation of offers. Such Government contractors shall be required to protect the data from unauthorized disclosure. Offerors who desire to maximize protection of information in their offers may apply the restriction notice to their offers as prescribed in the provision entitled "52.215-12, Restriction on Disclosure and Use of Data" (see GSA Form 3516).**

  
LESSOR &   
GOVT

## 1.8. PLANS WITH OFFER (JAN 1997)

All plans submitted for consideration must be Computer-Aided Design (CAD) files in the AutoCAD Release 13 (or later) .DWG format. Clean and purged files are to be submitted on 3½-inch high-density diskettes, or, if approved by the Contracting Officer, on CD-ROM

## 1.9. DISCUSSIONS (JAN 1997)

- (a) The Government reserves the right to award a lease pursuant to this solicitation based on initial offers. If no such award is made, discussions will be conducted on behalf of the Government by the GSA Contracting Officer or other authorized representative. The GSA Contracting Officer is named on the cover of this solicitation. GSA will have discussions on rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary.
- (b) The Offeror shall not enter into exchanges/discussions concerning the space leased or to be leased with representatives of Federal agencies other than the Contracting Officer or designee.
- (c) The Contracting Officer will conduct oral or written exchanges with all Offerors that are within the competitive range. The competitive range will be established by the Contracting Officer on the basis of cost or price and other factors (if any) that are stated in this solicitation and will include all offers that have a reasonable chance of being selected for award.
- (d) Offerors will be provided a reasonable opportunity to submit any cost or price, technical, or other revisions to their offers that may result from the exchanges. Exchanges will be closed with submission of "Final Revision".

## 1.10. PRICE EVALUATION (PRESENT VALUE) (JAN 1997)

- (a) If annual CPI adjustments in operating expenses are included, Offerors are required to submit their offers with the total "gross" annual price per rentable square foot and a breakout of the "base" price per rentable square foot for services (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price.
- (b) If the offer includes annual adjustments in operating expenses, the base price per BOMA Usable square foot from which adjustments are made will be the base price for the term of the lease, including any option periods.
- (c) Evaluation of offers will be on the basis of the annual price per BOMA Usable square foot, including any option periods. The Government will perform present value price evaluation by reducing the prices per BOMA Usable square foot to a composite annual BOMA Usable square foot price, as follows:
  - (1) Parking and wareyard areas will be excluded from the total square footage, but not from the price. For different types of space, the gross annual per square foot price will be determined by dividing the total annual rental by the total square footage minus these areas.
  - (2) If annual adjustments in operating expenses will not be made, the gross annual per square foot price will be discounted annually at 8 percent to yield a gross present value cost (PVC) per square foot.
  - (3) If annual adjustments in operating expenses will be made, the annual per square foot price, minus the base cost of operating expenses, will be discounted annually at 8 percent to yield a net PVC per square foot. The operating expenses will be both escalated at 4 percent compounded annually and discounted annually at 8 percent, then added to the net PVC to yield the gross PVC.

(4) To the gross PVC will be added:

- The cost of Government provided services not included in the rental escalated at 4 percent compounded annually and discounted annually at 8 percent.
- The annualized (over the full term) per BOMA Usable square foot cost of any items which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)

---

---

---

(5) The sum of either (2) and (4) or (3) and (4), above, will be the per BOMA Usable square foot present value of the offer for price evaluation purposes.

**1.11. AWARD (JAN 1997)**

- (a) After conclusion of discussions, the Contracting Officer will require the Offeror selected for award to execute the proposed lease prepared by GSA, which reflects the proposed agreement of the parties.
- (b) The proposed lease shall consist of:
  - (1) Standard Form 2 (or GSA Form 3626) U.S. Government Lease for Real Property,
  - (2) required clauses,
  - (3) required certifications and representations,
  - (4) the pertinent provisions of the offer, and
  - (5) the pertinent provisions of the SFO and all Attachments.
- (c) The acceptance of the offer and award of the lease by the Government occurs upon notification of unconditional acceptance of the offer or execution of the lease by the GSA Contracting Officer and mailing or otherwise furnishing written notification of the executed lease to the successful Offeror.

**1.12. ACCESSIBILITY FOR NEW CONSTRUCTION (JAN 1997)**

To be considered for award, the entire site to be constructed must fully meet the new construction requirements of the Americans with Disabilities Act Accessibility Guidelines (ADAAG) (36 CFR Part 36, App. A) and the Uniform Federal Accessibility Standards (UFAS) (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations Amendment D-88, 54 FR 12627, and March 28, 1989). Where standards conflict, the more stringent shall apply. *Where standards are mutually exclusive, ADA shall apply.*

**1.13. SEISMIC SAFETY FOR NEW CONSTRUCTION (JAN 1997)**

- (a) The new building shall fully meet seismic safety standards, as described below.
- (b) For buildings described in (a) above, the Offeror shall provide a written certification from a licensed structural engineer that the building conforms to the seismic standards for new construction of the current and applicable (as of the date of this solicitation) edition of the ICBO Uniform Building Code, the BOCA National Building Code, or the SBCCI Standard Building Code.
- (c) All design and engineering documents, including structural engineering calculations, must be made available for review by the Government during design development to ensure compliance with seismic safety standards.

**1.14. LABOR STANDARDS (JAN 1997)**

If an Offeror proposes to satisfy the requirements of this Solicitation For Offers through the construction of a new building or the complete rehabilitation or reconstruction of an existing building, and the Government will be the sole or predominant tenant such that any other use of the building will be functionally or quantitatively incidental to the Government's use and occupancy, the following Federal Acquisition Regulation clauses shall apply to work performed in preparation for occupancy and use of the building by the United States:

- 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation
- 52.222-6 Davis-Bacon Act
- 52.222-7 Withholding of Funds
- 52.222-8 Payrolls and Basic Records
- 52.222-9 Apprentices and Trainees
- 52.222-10 Compliance with Copeland Act Requirements
- 52.222-11 Subcontracts (Labor Standards)
- 52.222-12 Contract Termination-Debarment
- 52.222-13 Compliance with Davis-Bacon and Related Act Regulations
- 52.222-14 Disputes Concerning Labor Standards
- 52.222-15 Certification of Eligibility

### 1.15. AWARD BASED ON PRICE (DEC1996)

The lease will be awarded to the responsible Offeror whose offer conforms to the requirements of this solicitation and is the lowest priced offer submitted (see the SFO paragraph entitled "Price Evaluation (Present Value)").

## 2.0 MISCELLANEOUS

### 2.1 UNIT COST

~~Offerors are required to complete SFO Attachment #1 Specifications, Unit Costs, and Unit Prices as a component of their offer. The Unit Costs which the Offeror is required to list will be used for construction changes, upon acceptance by the Government, during the construction period from the date of Notice-To-Proceed to construction close-out. Lump sum payments will be made for the construction changes with unit costs.~~

| INITIALS           |                    |
|--------------------|--------------------|
| Lessor             | Gov t              |
| <i>[Signature]</i> | <i>[Signature]</i> |

### 2.2 ALTERATIONS \$25,000 OR LESS:

- (a) ~~The Unit Prices which the Offeror is required to list will be used, upon acceptance by the Government, during the first year of the lease to price alterations to be performed by the Lessor which cost \$25,000 OR LESS.~~
- (b) Where Unit Prices for alterations are not available or where the total cost for alterations exceeds \$25,000, the Lessor may be requested, at the Government's option, to provide a price proposal for the alterations. Such proposals will be submitted within Fifteen (15) working days of the Government's request. Orders will be placed by issuance of a GSA Form 276, Supplemental Lease Agreement, and A GSA Form 300, Order for Supplies or Services, or a tenant agency approved form. The Clauses entitled "GSAR 552.232-71 Prompt Payment (APRIL 1989) and "GSAR 552.232-72 Invoice Requirements (Variation) (APRIL 1989)" apply to orders for alterations (see GSA Form 3517). All orders are subject to the terms and conditions of this lease.
- (c) Orders may be placed by the Contracting Officer or the GSA Building Manager. They may also be placed by the Tenant Agency Officials when specifically authorized to do so by the Contracting Officer. The Contracting Officer will verify the authority and/or limitations of such authority of tenant agency officials upon the Lessor's written request.
- (d) Payments for alterations ordered by tenant agencies will be made directly by the agency placing the order.

| INITIALS           |                    |
|--------------------|--------------------|
| Lessor             | Gov t              |
| <i>[Signature]</i> | <i>[Signature]</i> |

### 2.3 ALTERATIONS \$100,000 OR LESS (JAN 1997)

- (a) Where unit prices for alterations are not available, the Lessor may be requested to provide a price proposal for the alterations. Orders will be placed by issuance of a GSA Form 276, Supplemental Lease Agreement, and a GSA Form 300, Order for Supplies or Services, or a tenant agency approved form. The clauses entitled "GSAR 552.232-71 Prompt Payment" and "GSAR 552.232-72 Invoice Requirements (Variation)" apply to orders for alterations. All orders are subject to the terms and conditions of this lease.
- (b) Orders may be placed by the Contracting Officer, the GSA buildings manager or tenant agency officials when specifically authorized to do so by the Contracting Officer. The Contracting Officer will provide the Lessor with a list of agency officials authorized to place orders and will specify any limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the Lessor on any other matters.

- (c) Payments for alterations ordered by tenant agencies will be made directly by the agency placing the order.

## 2.4 ALTERNATE PROPOSALS (BID OPTIONS)

This solicitation may specify certain items for which alternate proposals are required. For evaluation and negotiation, the offer shall state:

- Itemized costs for lump sum payment not to be included in the rental rate, and
- A rental rate which includes the costs of these items.

The Offeror must provide costs for both methods of evaluation on the lease proposal form in order to be considered for award. GSA may elect the option it deems most favorable.

## 2.5 TAX ADJUSTMENT (AUG 1992)

- (a) The Government shall make annual lump sum payments to cover its share of increases in real estate taxes over taxes paid for the calendar year in which its lease commences (base year). The amount of payment shall be based upon the submission of proper invoice, including paid tax receipts/statements/bills, from the Lessor to the Contracting Officer. The due date for making payment shall be the 30th day after receipt of the invoice by the Contracting Officer or the 30th day after the anniversary date of the lease, whichever is later. If the invoice submitted does not meet the requirements of a proper invoice, it will be returned to the Lessor within 7 days of receipt. The Government will be responsible for payment only if the receipts are submitted within 60 calendar days of the date the tax payment is due. If no full tax assessment is made during the calendar year in which the Government lease commences, the base year will be the first year of a full assessment.
- (b) The Government's share of the tax increase will be based on the ratio of the rentable square feet occupied by the Government to the total rentable square feet in the building. If the Government's lease terminates before the end of a calendar year, payment will be based on the percentage of the year in which the Government occupied space. The payment will not include penalties for non-payment or delay in payment. If there is any variance between the assessed value of the Government's space and other space in the building, the Government may adjust the basis for determining its share of the tax increase.
- (c) The Government may contest the tax assessment by initiating legal proceedings on behalf of the Government and the Lessor or the Government alone. If the Government is precluded from taking legal action, the Lessor shall contest the assessment upon reasonable notice by the Government. The Government shall reimburse the Lessor for all costs and shall execute all documents required for the legal proceedings. The Lessor shall agree with the accuracy of the documents. The Government shall receive its share of any tax refund. If the Government elects to contest the tax assessment, payment under paragraph (a) of this clause shall become due on the first workday of the second month following conclusion of the appeal proceedings.
- (d) In the event of any decreases in real estate taxes occurring during the term of occupancy under the lease to a rate below the base year, payment for taxes will be reduced accordingly. The amount of any such reductions will be determined in the same manner as increases provided under paragraph (a) of this clause.

## 2.6 PERCENTAGE OF OCCUPANCY

The percent of the building occupied by the Government, for purposes of tax adjustments, is 100%.

## 2.7 OPERATING COSTS (JUN 1985)

- (a) Beginning with the second year of the lease and each year after, the Government shall pay adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, and certain administrative expenses attributable to occupancy. Applicable costs listed on GSA Form 1217, Lessor's Annual Cost Statement, when negotiated and agreed upon, will be used to determine the base rate for operating costs adjustment.
- (b) The amount of adjustment will be determined by multiplying the base rate by the percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the lease commencement date with the index figure published for the month, which begins each successive 12-month period. For example, a lease which commences in June of 1985 would use the index published for May of 1985 and that figure would be compared with the index published for May of 1986, May of 1987, and so on, to determine the percent change. The Cost of Living Index will be measured by the U.S. Department of Labor revised Consumer Price Index for wage earners and clerical workers, U.S. City average, all items figure, (1982-84 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the lease. Payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the lease commencement date.
- (c) If the Government exercises an option to extend the lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.
- (d) In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this clause.
- (e) The offer must clearly state whether the rental is firm throughout the term of the lease or if it is subject to annual adjustment of operating costs as indicated above. If operating costs will be subject to adjustment, it should be specified on the GSA Form 1364, Proposal to Lease Space, contained elsewhere in this solicitation.

## 2.8 OPERATING COSTS BASE (JAN 1997)

The base for the operating costs adjustment will be established during negotiations based upon BOMA Usable Square Feet.

## 2.9 RENTABLE SPACE (JUN 1994)

Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space generally does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts and vertical ducts.

## 2.10 BOMA USABLE SQUARE FEET (JAN 1997)

- (a) For the purposes of this solicitation, the Government recognizes the BOMA (Building Owners and Managers Association) International standard (ANSI/BOMA Z65.1-1996) definition for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."
- (b) BOMA Usable Square Feet shall be computed by measuring the area enclosed by the finished surface of the room side of corridors (corridors in place as well as those required by local codes and ordinances to provide an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, the dominant portion (see Z65.1) of building exterior walls, and the center of tenant-separating partitions. Where alcoves, recessed entrances, or similar deviation from the corridor are present, BOMA Usable Square Feet shall be computed as if the deviation were not present.

## 2.11 COMMON AREA FACTOR (JAN 1997)

If applicable, Offerors shall provide the Common Area Factor (a conversion factor(s) determined by the building owner and applied by the owner to the BOMA Usable Square Feet to determine the rentable square feet for the offered space).

## 2.12 APPURTENANT AREAS

The right to use appurtenant areas and facilities is included. The Government reserves the right to post Government rules and regulations where the Government leases space.

## 2.13 LIQUIDATED DAMAGES, GSAR 552.270-22 (AUG 1992)

In case of failure on the part of the Lessor to complete the work within the time fixed in the lease contract or letter of award, the Lessor shall pay the Government as fixed and agreed liquidated damages, pursuant to this clause, the sum of \$2,201.00 for each and every calendar day that the delivery is delayed beyond the date specified for delivery of all the space ready for occupancy by the Government. This remedy is not exclusive and is in addition to any other remedies, which may be available under this lease or at law.

## 2.14 RELOCATION ASSISTANCE ACT

If an improved site is offered and new construction will result in the displacement of individuals or businesses, the successful Offeror shall be responsible for payment of relocation costs for displaced persons in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and 49 CFR Part 24.

## 2.15 EVIDENCE OF CAPABILITY TO PERFORM

### (a) AT THE TIME OF SUBMISSION OF OFFERS, OFFERORS SHALL SUBMIT TO THE CONTRACTING OFFICER:

1. Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to construct the entire facility. Such commitments must be signed by an authorized bank officer and at a minimum must state: amount of loan; term in years; annual percentage rate; length of loan commitment.
2. The offeror shall provide a **Project Management Plan**. This is an overall plan showing an organization chart, lines of authority, and how the offeror will control and execute the project successfully. The Project Management Plan shall include, but will not be limited to, the following

subplans: Quality Control Organization; Project Schedule, Job Safety Plan, and Construction Closeout Plan.

## 2.1 Project Management Plan

The Project Management Plan shall outline the proposed methodology for both design and construction phases, including personnel, e.g., project manager, full time on-site superintendent, etc. show an authority line diagram and provide the names, resumes, and levels of responsibility of the Principal Managers and technical personnel who will be directly responsible for the day-to-day design and construction activities. It shall also include, as a minimum, the Project Manager; the Project Architect; the Engineers responsible for civil, architectural, structural, mechanical, and electrical design and landscape; the Quality Control Manager; and the full time Construction Manager or On-site Superintendent. The successful Offeror/Lessor's architects and engineers shall review the Government Project Program Documents for local jurisdiction's building code compliance and prepare the lessor's own working-construction drawings.

## 2.2 Project Schedules

An overall PROJECT SCHEDULE is required to be submitted with each offer. The schedule is to include timing for completion of design and construction milestones, including but not limited to, (1) submittal of preliminary plans and specifications, (2) submittal of other working drawings, (3) issuance of a building permit, (4) completed construction documents, (5) start of construction, (6) completion of principal categories of work, and (7) final construction completion. Construction Schedules are to also provide for 30 working days of Government review of Lessor provided design and construction drawings.

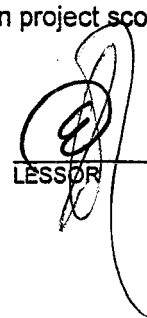
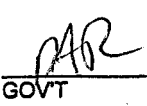
## 2.3 Quality Control Organization

Quality Control Plan is part of the Management Plan. Although the Government will provide an on-site representative to perform quality assurance inspection during construction, the Lessor and his/her General Contractor are required to establish and maintain an effective Quality Control System starting from Design until Construction Closeout. A formal Quality Control Program shall be developed to ensure a high level of construction quality. Quality Control Plan shall reflect the offeror's understanding of the requirements specified in Section 01440, Lessor Quality Control of the Attachment #3 of this SFO.

## 2.4 Closeout Plan

A Closeout Plan shall be furnished in a brief structured time scale reflecting the planned activities during the final 90 days of the contract activity, such as those required in the Attachment #3, Section 01440 Lessor Quality Control and Section 01700 Construction Closeout (e.g. Testing of equipment and systems with schedules, O&M manuals, As-Built (Record) drawings, transfer procedures and schedules, pre-final and final inspection procedures and correction of deficiencies, warrant data submission and planned implementation, cleanup of administrative deficiencies, move of the site etc.).

3. Qualification of design and construction firms and personnel: the Offerors shall furnish the name of the proposed Project Manager, Architect, Engineers, Contractors, Quality Control Manager, Construction Manager or on-site Superintendent involving this project and shown in the Management Plan. License/certification of the individual(s) providing architectural and engineering design and construction services to practice in the state where the facility is located, as well as evidence of the individual(s) experience, competency, and performance capabilities similar in project scope within the

 &   
LESSOR & GOVT

last five (5) years. The Contracting Officer, in his/her opinion, has a right to reject any firms and personnel at any time if the firm(s) or personnel do not meet the above requirements.

4. Evidence of compliance with local zoning laws or evidence of variances, if any, approved by the proper local authority.

5. The Offeror must have clear title to the property or have unconditional rights (e.g. firm option, contract of sale with all contingencies having been satisfied or waived) to acquire title within 30 days after award of this lease contract. The site must have appropriate zoning for the proposed project (and any future expansion). The site must also meet all environmental regulations and be free of environmental risk, as determined by the Government. These issues must be addressed in the Offeror's proposals. Provide a local area map showing the site's location and proximity to basic amenities and public transportation as provided in Section 1.3 "Location" above. Identify the site's area proximity to major roadway and point of egress.

6. Other information as deemed appropriate by the Offeror or as requested by the Government.

~~(b) AFTER AWARD:~~ *SEE ATTACHMENT*

Within 45 days after award, the successful Offeror/Lessor shall provide to the Contracting Officer evidence of:

(1) A firm commitment of funds in an amount sufficient to perform the work.

(2) Award of a construction contract with a firm completion date.

~~(3) Issuance of a building permit covering construction.~~

### 3.0 DESIGN AND CONSTRUCTION

#### 3.1 CONSTRUCTION SCHEDULE

The project schedule shall commence upon lease award, unless otherwise expressly agreed by the Lessor and the Government as stated in the lease (SF-2). The final project schedule for construction shall be submitted by the lessor in accordance with requirements specified in Attachment # 3, General Requirements, Section 01000 - Construction Schedule and Section 01310 - Project Schedule for government review within 10 days of receipt of Notice-To-Proceed for construction from the Contracting Officer. References to working days shall be based upon a five-day workweek (Monday through Friday, exclusive of Federal holidays). During the project schedule, the Government shall request regularly weekly scheduled progress. During design and construction, the Lessor may discover instances where the Government's requirements conflict. In such cases, the Lessor shall immediately notify the Contracting Officer so that the Government may issue a determination as to how to proceed.

#### 3.2 WORKING-CONSTRUCTION DOCUMENTS:

Upon lease award, the Government will provide a set of Project Program Documents in a form of a CD-ROM disk to the lessor. At his/her sole expenses, the lessor shall based on the Government's Project Program Documents, develop working construction documents which should also be annotated with all applicable specifications, for construction and permit application. The working construction documents shall reflect requirements that are substantially the same as that specified by the Government's Project Program Documents. The working construction documents shall also reflect building code requirements of the local jurisdiction and foundation design for the selected site. Each final working construction drawing shall be stamped by registered architect or professional engineer in the state where the site is selected. In addition, the working construction documents shall comply with the following requirements and codes:

**Attachment to SFO No. 98-022**

The following terms hereby amend and change the SFO, as noted:

**(I). 2.15 EVIDENCE OF CAPABILITY TO PERFORM:**

- (a) 5. The successful offeror must have clear title to the property or have unconditional rights to acquire title within ninety (90) days after award of this lease contract. The site must have appropriate zoning for the proposed project (and any future expansion). The site must also meet all environmental regulations and be free of environmental risk, as determined by the Government.

**(b) AFTER AWARD:**

The successful Offeror/Lessor shall provide to the Contracting Officer evidence of:

- (1) A firm commitment of funds in an amount sufficient to perform the work within 45 days of award.
- (2) Award of a construction contract with a firm completion date in accordance with the final Government approved design and construction schedule.
- (3) Issuance of a building permit covering construction in accordance with the Government's final approved design and construction schedule.

**(II). 3.4 ACCEPTANCE OF SPACE:**

The Lessor shall comply with the inspection requirements outlined in Attachment #3, to the lease. The Inspection requirements are detailed in Division 1- General Requirements, Section 01440, Lessor Quality Control Plan.

In addition, before the Government will accept space, the Lessor must provide at the Contracting Officer's request a copy of the Certificate of Occupancy.

A handwritten signature in black ink, appearing to be "J. F. DAR" or similar, located in the lower right quadrant of the page.

- a. The National Building Code (Building Officials and Code Administrators International Inc. -BOCA), modified to include the technical requirements of the Life Safety Code (National Fire Protection Association - NFPA). This designation includes all associated mechanical, plumbing, and electrical codes. Projects in the National Capital Region will comply with the National Building Code's seismic, wind, and snow loading requirements. Project developed in Regions 8, 9, & 10 shall comply with the Uniform Building Code- UBC.
- b. "Executive Order 12759-Federal Energy Management" signed April 17, 1991, in particular Section 5 which requires procurement of energy conserving products that are most life cycle cost effective.
- c. Energy Policy and Conservation Act (public Law 94-163, 89 STAT. 87, 42 U.S.C. 6201 ET Seq.) as amended by the Energy Policy Act of 1992 (Public Law 102-486, 106 STAT. 2776) and Section 301 of Title 3.
- d. Detailed requirements as specified in the Government's Project Program Documents.

### 3.3 REVIEW OF WORKING-CONSTRUCTION DOCUMENTS:

Upon completion of the working construction documents, the Lessor shall distribute a total of thirteen (13) sets of the working construction documents to the Government offices as listed in Paragraph 7.4 of the SFO. The Government retains the right to review, and request modifications (at no cost, if necessary) to the Lessor's working -construction documents prior to the Lessor's commencement of construction. In the project schedule the Lessor shall include 20 working days for each Government Review on construction drawings submission. The Government's review of the documents is limited to the drawings' conformance to the specific requirements of the SFO and the Project Program Documents. If errors/omissions are found on the construction documents during the Government's review, the Lessor is required to revise the construction documents based on the Government's Review Comments. The Lessor shall have five- (5) working days in which to revise the deliverable and submit the same to the Contracting Officer for review. This process will continue until the contract compliance is achieved. Within 15 working days after the acceptance of the working-construction documents, the Government will issue a Notice-to Proceed letter to the Lessor, and the Lessor shall obtain all necessary permits and commence construction of the space. Notwithstanding the Government's review of the working-construction documents the Lessor is solely responsible and liable for the technical accuracy of the working-construction documents in meeting all requirements and provisions of this lease and local jurisdictions.

### 3.4 ACCEPTANCE OF SPACE: SEE ATTACHMENT

~~The Lessor shall comply with procedures specified in paragraph 3.8, completion inspection, Section 01440, Lessor Quality Control, Attachment 3, General Requirements of this SFO.~~

~~In addition, before the Government will accept space, the Lessor must provide at the Contracting Officer's request a copy of the Certificate of Occupancy.~~

### 3.5 RENT COMMENCEMENT:

The rent commencement date shall be the date of space acceptance made by the Government. However, if Government delay occurs, then the rent commencement date shall be the same number of days earlier than the acceptance date as the number of days of delay. Any rental paid by the Government prior to actual occupancy shall be less the cost for services and utilities, which may be reduced by reason of the vacancy. In any event, the Government will not be required to accept space and commence rent prior to the original date as indicated in SFO Attachment # 3, Section 01000 - Construction Schedule. Each day of Lessor delay will increase the amount of free rent after acceptance of space by the Government on a day-for-day basis.

### 3.6 PROGRESS REPORTS

After lease award, the successful Offeror shall submit to the Contracting Officer, written progress reports according to requirements specified in Paragraph 3.5, periodic progress meetings, Section 01310, Project Schedule, Attachment #3, General Requirements of this SFO.

### 3.7 CONSTRUCTION INSPECTIONS

- (a) Quality Assurance inspections will be made periodically by the Contracting Officer and/or designated technical representatives to review compliance with the solicitation requirements and the final working drawings. The Government will perform three (3) Phase Quality Assurance Inspection methodology similar to the procedures specified in Paragraph 3.6, Control, Section 01440, Lessor Quality Control, Attachment #3, General Requirements of this SFO.
- (b) Quality assurance inspections by the Government are not to be interpreted as resulting in any approval of the Lessor's apparent progress toward meeting the Government's objectives, but are intended to discover any information which the Contracting Officer may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor will remain completely responsible for designing, constructing, operating, and maintaining the building in full accordance with the requirements of this solicitation.

### 3.8 CONTACTS WITH GSA

The Government will be represented by the GSA Contracting Officer or other authorized representative(s). Offerors are forbidden from contacting unauthorized representatives.

After lease award, the GSA Contracting Officer will delegate limited authorities to US Army Corps of Engineers (COE) as Contracting Officer's Technical Representative (COTR) for Construction Management. The COTR will manage daily construction activities. The lessor shall submit all cost proposals or claims to the GSA Contracting Officer for action. The delegated authority of COTR will be made known to the lessor in writing after lease award.

### 3.9 MISCELLANEOUS LABOR CLAUSES (AUG 1994)

#### 1. 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION (JUL 1995)

- (a) *Overtime requirements.* No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics (see Federal Acquisition Regulation (FAR) 22.300) shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions set forth in paragraph (a) of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) *Withholding for unpaid wages and liquidated damages.* The Contracting Officer shall upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.
- (d) *Payrolls and basic records.*
- (1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of 3 years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.
  - (2) The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.
- (e) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts exceeding \$100,000 the provisions set forth in paragraphs (a) through (e) of this clause and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (e) of this clause.

2. 52.222-6 DAVIS-BACON ACT (FEB 1995)

- (a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (b) (1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:
- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination.
  - (ii) The classification is utilized in the area by the construction industry.
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
- (3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the

Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

3. 52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

4. 52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b) (1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify—

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

- (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and
  - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
  - (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.
  - (4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
  - (c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
5. 52.222-9 APPRENTICES AND TRAINEES (FEB 1988)
- (a) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, which is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship

program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (b) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (c) *Equal employment opportunity.* The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

6. 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

7. 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (FEB 1988)

- (a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled *Davis-Bacon Act, Contract Work Hours and Safety Standards Act—Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination—Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility*, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.
- (b) (1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract,

including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.

- (2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

8. 52.222-12 CONTRACT TERMINATION—DEBARMENT (FEB 1988)

A breach of the contract clauses entitled *Davis-Bacon Act, Contract Work Hours and Safety Standards Act—Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility* may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

9. 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

10. 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the dispute clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

11. 52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

- (a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### 4.0 MECHANICAL, ELECTRICAL, PLUMBING

##### **4.1 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL**

The Lessor shall provide and operate all building equipment and systems in accordance with the Government Project Program Documents and applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor.

## 4.2 ENERGY COST SAVINGS (JAN 1997)

- (a) All Offerors are encouraged to contact an energy service company qualified under the Energy Policy Act to perform Energy Savings Performance Contracts (ESPC) to determine whether opportunities for cost effective energy improvements to the space are available.
- (b) A list of energy service companies qualified under the Energy Policy Act to perform ESPCs, as well as additional information on cost effective energy efficiency, renewables, and water conservation may be obtained by writing to: US Department of Energy, Federal Energy Management Program, EE-90, Washington, DC 20585 or by calling the FEMP HELP DESK at 1-800-566-2877 and asking for the ESPC qualified list.

## 4.3 HEATING AND AIR CONDITIONING

- (a) Temperatures and humidities shall be maintained, regardless of outside temperatures, during the hours of operation for spaces as listed below.

| Area            | Summer        |     | Winter        |     |
|-----------------|---------------|-----|---------------|-----|
|                 | Dry Bulb (oF) | %RH | Dry Bulb (oF) | %RH |
| Administrative  | 72            | 50  | 72            | 30  |
| All Other Areas | 72            | 50  | 72            | 40  |

- (b) During non-working hours, equipment shall be in a night setback mode of operation. Temperatures in administrative area only shall be set a 60oF (heating), and air conditioning need not be provided except as necessary to return space temperatures to normal for the beginning of working hours. Airflow quantities may be reduced during night-setback mode; however, minimum airflow quantities must be maintained. Laboratory areas shall maintain 6.0 air changes per hour in night-setback mode.
- (c) Individual room thermostat control shall be provided for spaces as shown on the Government Project Program Documents

## 4.4 VENTILATION (OCT 1996)

- (a) During working hours in periods of heating and cooling, ventilation shall be provided in accordance with ASHRAE Standard 62, Ventilation for Acceptable Indoor Air Quality and the requirements specified in the Government Project Program Documents. The more stringent requirement shall govern.
- (b) An automatic air economizer cycle must be provided to all air handling equipment, where practicable.
- (c) The building shall have a fully functional building automation system (BAS) capable of control, regulation, and monitoring of all environmental conditioning equipment. The BAS shall be fully supported by a service and maintenance contract.

## 4.5 ELECTRICAL: GENERAL

The Lessor shall review the Government Project Program Documents and be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply.

## 5.0 SERVICES, UTILITIES, MAINTENANCE

### 5.1 SERVICES, MAINTENANCE: GENERAL

Services, and maintenance shall be provided by the Lessor as part of the rental consideration. The Lessor must have a building superintendent or a locally designated representative available to promptly correct deficiencies.

### 5.2 NORMAL HOURS

Services and maintenance will be provided 24 hours per day, 7 days per week.

### 5.3 OVERTIME USAGE (JAN 1997)

- (a) The Government shall have access to the leased space at all times without additional payment, including the use, during other than normal hours, of necessary services.

### 5.4 UTILITIES

The Lessor shall ensure that utilities necessary for operation are provided. Utility meters shall be furnished and installed in each supply source.

### 5.5 UTILITIES: SEPARATE FROM RENTAL (JAN 1997)

- (a) Utilities shall be excluded from the rental consideration. The Offeror must obtain a statement from a registered professional engineer stating that all heating, ventilation, air conditioning, plumbing, and other energy intensive building systems can operate under the control conditions stated in this SFO. The statement must also identify all building systems which do not conform to the system performance values, including the "recommended" or "suggested" values of ASHRAE Standard 90.1, Energy Efficient Design of New Buildings Except Low-Rise Residential Buildings, or more restrictive local/state codes.
- (b) The Lessor shall provide separate meters for utilities to be paid for by the Government. The Lessor shall furnish in writing to the Contracting Officer, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible.
  - In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements (see "Mechanical, Electrical, Plumbing" section of this solicitation).

### 5.6 JANITORIAL SERVICES (JAN 1997)

The Lessor shall provide janitorial services for the leased space, public areas, entrances, and all other common areas and provide replacement of supplies.

### 5.7 JANITORIAL SERVICES (JAN 1997)

In accordance with requirements specified in Attachment No.4 – Cleaning Work and Quality Requirements.

The Lessor shall maintain the leased premises, including outside areas in a clean condition and shall provide supplies and equipment. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance.

## 5.8 SCHEDULE OF PERIODIC SERVICES

Within 60 days after occupancy by the Government, the Lessor shall provide the Contracting Officer with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly or monthly. The services include repainting previously painted surface (interior) and maintaining all finishes throughout the entire building every five-(5) years.

## 5.9 MAINTENANCE AND TESTING OF SYSTEMS (OCT 1996)

- (a) The Lessor is responsible for the total maintenance and repair of the leased premises. Such maintenance and repairs include site, building exterior and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems must be done in accordance with applicable codes, and inspection certificates must be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Field Office Manager or a designated representative.
- (b) Without any additional charge, the Government reserves the right to require documentation of proper operations or testing prior to occupancy of such systems as fire alarm, sprinkler, emergency generator, etc. to ensure proper operation. These tests shall be witnessed by a representative of the Contracting Officer.



## 5.10 SECURITY:

The Lessor shall provide security infrastructure such as conduits, power outlets, boxes, etc. as specified in the Government's Project Program Documents and coordinate hardware installation with the Government's security contractor as outlined in the design documents. With the exception of the security infrastructure as defined in the design documents; Operation and maintenance of the security system shall be the Government's responsibility.

## 5.11 SECURITY: ADDITIONAL REQUIREMENTS

The Government reserves the right to require the Lessor to submit completed fingerprint charts and personal history statements for each employee of the Lessor as well as employees of the Lessor's contractor's or subcontractors who will provide building operating services of a continuing nature for the property in which the leased space is located. The Government may also require this information for employees of the Lessor, his contractors, or subcontractors who will be engaged to perform alterations or emergency repairs for the property.

If required, the Contracting Officer will furnish the Lessor with form FD-258, "Fingerprint Chart" and Form 176, "Statement of Personal History" to be completed for each employee and returned by the Lessor to the Contracting Officer or his designated representative within 10 working days from the date of the written request to do so. Based on the information furnished, the Government will conduct security checks of the employees. The Contracting Officer will advise the Lessor in writing if an employee is found to be unsuitable or unfit for his assigned duties. Effective immediately, such an employee cannot work or be assigned to work on the property in which the leased space is located. The Lessor will be required to provide the same data within 10 working days from the addition of new employee(s) to the work force. In the event the Lessor's contractor/subcontractor is subsequently replaced, the new contractor/subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor/subcontractor. The Contracting Officer may require the Lessor to submit Form FD-258 and Form 176 for every employee covered by this clause on a 3-year basis.

  
LESSOR &   
GOVT

#### **5.12 BUILDING OPERATING PLAN:**

Offerors shall submit a building operating plan with the offer. Such plan shall include a schedule of start-up and shutdown times for operation of each building system, such as lighting, heating, cooling, ventilation, and plumbing which is necessary for the operation of the building. Such plan shall be in operation on the effective date of the lease.

#### **5.13 LANDSCAPE MAINTENANCE:**

Performance will be based on the Contracting Officer's evaluation of results and not the frequency or the method of performance. Landscape maintenance is to be performed during the growing season on a weekly cycle and will consist of watering, mowing, and policing area to keep it free of debris. Pruning and fertilization are to be done on an as needed basis. In addition, dead or dying plants are to be replaced.

### **6.0 SAFETY AND ENVIRONMENTAL MANAGEMENT**

#### **6.1 OCCUPANCY PERMIT (OCT 1996)**

The Lessor shall provide a valid Occupancy Permit for the intended use of the Government and shall maintain and operate the building in conformance with current local codes and ordinances. If the local jurisdiction does not issue occupancy permits, Offerors should consult the contracting officer to determine if other documentation may be needed.

#### **6.2 FIRE AND LIFE SAFETY**

- (a) Entire building shall be protected in accordance with NFPA 13, NFPA 48, NFPA 72, NFPA 101, and any applicable state and local codes. Protection shall include, at a minimum, the level of protection indicated on the construction drawings.
- (b) The Lessor shall be responsible for design and installation of Fire Protection Systems throughout the entire facility, such as Fire Alarm and Sprinkler System, Meeting the requirements of the Project Program and local jurisdiction's requirements. The Lessor shall have his/her local Licensed Fire Protection Engineer certify the design meets all applicable codes and requirements of a laboratory facility. The certificate shall be submitted to the Contracting Officer within 40 working days after issuance of Notice-To-Proceed of Construction.

#### **6.3 OSHA REQUIREMENTS (OCT 1996)**

The Lessor shall maintain buildings and space in a safe and healthful condition according to the Occupational Safety and Health Administration (OSHA) standards.

#### **6.4 ASBESTOS (OCT 1996)**

The leased space shall be free of all asbestos containing materials.

#### **6.5 INDOOR AIR QUALITY (OCT 1996)**

- (a) The Lessor shall control contaminants at the source and/or operate the space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO<sub>2</sub>), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO - 9 parts per million (ppm) time-weighted average (TWA - 8-hour sample); CO<sub>2</sub> - 1000 ppm (TWA); formaldehyde - 0.1 ppm (TWA).
- (b) The Lessor shall make a reasonable attempt to apply insecticides (except traps), paints, glues, adhesives, and heating, ventilating and air conditioning (HVAC) system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. The Lessor shall provide advance notice to the tenant before applying noxious chemicals in occupied spaces, and adequate ventilation in those spaces during working hours during and after application.
- (c) The Lessor shall, at all times, supply adequate ventilation to the leased premises with air having

contaminants below OSHA or EPA action levels and permissible exposure limits, and without noxious odors or dusts. The Lessor shall conduct HVAC system balancing after all HVAC system alterations; and make a reasonable attempt to schedule major construction outside of office hours.

- (d) The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement controls, including alteration of building operating procedures (e.g., adjusting air intakes, adjusting air distribution, cleaning and maintaining HVAC systems, etc.), to address such complaints.
- (e) The Government reserves the right to conduct independent IAQ assessments and detailed studies in space it occupies, as well as in space serving the Government-leased space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by making available information on building operations and Lessor activities, and providing access to space for assessment and testing, if required, and implement corrective measures required by the Contracting Officer.

#### 6.6 RADON IN AIR (OCT 1996)

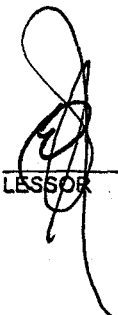
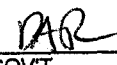
- (a) The radon concentration in the air of space leased to the Government shall be less than the Environmental Protection Agency (EPA) action concentration for homes of 4 picoCuries per liter (pCi/L), herein called the "EPA action concentration."
- (b) Initial testing:
  - (1) The Lessor shall test for radon that portion of space planned for occupancy by the Government in ground contact or closest to the ground up to and including the second floor above grade (space on the third or higher floor above grade need not be measured), report the results to the Contracting Officer upon award, and promptly carry out a corrective action program for any radon concentration which equals or exceeds the EPA action level.
  - (2) Testing sequence: The Lessor shall measure radon by the Standard Test in subparagraph (d)(1), completing the Test not later than 150 days after award, unless the Contracting Officer decides that there is not enough time to complete the Test before Government occupancy, in which case the Lessor shall perform the Short Test in subparagraph (d)(2).
  - (3) If the space offered for lease to the Government is in a building under construction or proposed for construction, the Lessor shall, if possible, perform the Standard Test during buildout before Government occupancy of the space. If the Contracting Officer decides that it is not possible to complete the Standard Test before occupancy, the Lessor shall complete the Short Test before occupancy, and the Standard Test not later than 150 days after occupancy.
- (c) Corrective action program:
  - (1) Program initiation and procedures:
    - (i) If the Government or the Lessor detects radon at or above the EPA action level at any time before Government occupancy, the Lessor shall carry out a corrective action program which reduces the concentration to below the EPA action level before Government occupancy.
    - (ii) If the Government or the Lessor detects a radon concentration at or above the EPA action level at any time after Government occupancy, the Lessor shall promptly carry out a corrective action program which reduces the concentration to below the EPA action level.
    - (iii) If the Government or the Lessor detects a radon concentration at or above the EPA residential occupancy concentration of 200 pCi/L at any time after Government occupancy, the Lessor

shall promptly restrict the use of the affected area, and provide comparable temporary space for the tenants, as agreed to by the Government, until the Lessor carries out a prompt corrective action program which reduces the concentration to below the EPA action level and certifies the space for reoccupancy.

- (iv) The Lessor shall provide the Government with prior written notice of any proposed corrective action or tenant relocation. The Lessor shall promptly revise the corrective action program upon any change in building condition or operation which would affect the program or increase the radon concentration to or above the EPA action level.
  - (2) The Lessor shall perform the Standard Test in subparagraph (d)(1) to assess the effectiveness of a corrective action program. The Lessor may also perform the Short Test in subparagraph (d)(2) to determine whether the space may be occupied, but shall begin the Standard Test concurrently with the Short Test.
  - (3) All measures to accommodate delay of occupancy, corrective action, tenant relocation, tenant reoccupancy, or follow-up measurement, shall be provided by the Lessor at no additional cost to the Government.
  - (4) If the Lessor fails to exercise due diligence, or is otherwise unable to reduce the radon concentration promptly to below the EPA action level, the Government may implement a corrective action program and deduct its costs from the rent.
- (d) Testing procedures:
- (1) Standard Test: Place Alpha Track Detectors or Electret Ion Chambers throughout the required area for 91 or more days so that each covers no more than 2,000 square feet of usable space. Use only devices listed in the EPA Radon Measurement Proficiency (RMP) Program Application Device Checklists. Use a laboratory rated proficient in the EPA Program to analyze the devices. Submit the results and supporting data (sample location, device type, duration, radon measurements, laboratory proficiency certification number, and the signature of a responsible laboratory official) within 30 days after the measurement.
  - (2) Short Test: Place Alpha Track Detectors for at least 14 days, or Electret Ion Chambers or charcoal canisters for 2 to 3 days, throughout the required area so that each covers no more than 2,000 square feet of usable space, starting not later than 7 days after award. Use only devices listed in the EPA RMP Program Application Device Checklists. Use a laboratory rated proficient in the EPA Program to analyze the devices, and submit the results and supporting data within 30 days after the measurement. In addition, complete the Standard Test not later than 150 days after Government occupancy.

#### 6.7 RADON IN WATER (SEP 1991)

- (a) Two water samples constituting a sampling pair shall be taken from the same location for quality control. They shall be obtained inside the building and as near the non-public water source as is practical, in accordance with EPA's "Radon In Water Sampling Program Manual." Analysis of water samples for radon must be performed by a laboratory that uses the analytical procedures as described in EPA's "Two Test Procedures For Radon In Drinking Water."
- (b) The Lessor shall perform the necessary radon testing and submit a certification to the Contracting Officer before the Government occupies the space.

INITIALS:  &   
LESSOR & GOVT

- (c) If the EPA action level is reached or exceeded, the Lessor shall institute abatement methods, such as aeration, which reduce the radon to below the EPA action level prior to occupancy by the Government, and are promptly revised when building conditions which would or do affect the program change.

#### 6.8 HAZARDOUS MATERIALS (OCT 1996)

The site to be offered shall be free of hazardous materials according to applicable Federal, State, and local environmental regulations.

#### 6.9 RECYCLING (OCT 1996)

Where State and/or local law, code or ordinance require recycling programs for the space to be provided pursuant to this solicitation, the successful Offeror shall comply with such State and/or local law, code or ordinance in accordance with the paragraph of the General Clauses entitled "Compliance with Applicable Law." In all other cases, the successful Offeror shall establish a recycling program in the leased space where local markets for recovered materials exist. The Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and the leased space.

### 7.0 SPECIAL REQUIREMENTS

#### 7.1 SPECIAL REQUIREMENTS - GOVERNMENT CONSTRUCTION FIELD OFFICE

- (a) The lessor is required to furnish the Government a field office space adjacent to the project site with full utility and janitorial services in accordance with the requirements specified in Section 01590, Attachment #3 of this SFO.
- (b) Each Offeror shall submit a separate cost proposal to the Contracting Officer for the aforementioned field office. Upon acceptance of the cost of the Field Office, the Government will award the Lessor for the Field Office in lump sum.

#### 7.2 SPECIAL REQUIREMENTS - 2

In addition to the applicable codes the Lessor shall comply with the requirements of the Government's Project Program Documents and all attachments of this SFO for development of his/her working construction documents.

#### 7.3 SPECIAL REQUIREMENTS - 3

Each Offeror shall complete the following fees/rates for contract changes (if any) during construction:

General Conditions: \_\_\_\_\_

General Contractor's Overhead and Profit: \_\_\_\_\_

Lessor Fee: \_\_\_\_\_

#### 7.4 SPECIAL REQUIREMENTS - 4

Upon completion of the working construction documents each time, the Lessor shall distribute full sets of the working construction documents (Blue Prints and specifications) to the following persons or offices for review:

PERSONSQUANTITIES

- |    |   |        |
|----|---|--------|
| 1. | Dawud Abdur-Rahman<br>GSA, National Capital Region<br>Capital Development Division, WPC<br>7 <sup>th</sup> & D Streets, SW, Suite 2021<br>Washington, DC 20407<br>Tel: 202-260-3368 | 1 Set  |
| 2. | Michael Trevelino<br>Drug Enforcement Administration, SAFF-DEA<br>700 Army and Navy Drive<br>Arlington, VA 22202<br>Tel: 202-307-7861   | 2 Sets |
| 3. | Norma Edwards<br>US Army Corps of Engineers<br>Fort Worth District<br>819 Taylor Street, Room 4JH1<br>Fort Worth, Texas 76102<br>Tel: (b) (6)                                       | 5 Sets |
| 4. | Jeffrey Pribyl<br>SMP/SHG Inc.<br>225 Bush Street, 11 <sup>th</sup> Floor<br>San Francisco, CA 94102<br>Tel: (b) (6)  | 2 Set  |
| 5. | Robert P. Bianchi<br>Drug Enforcement Administration<br>Special Testing Laboratory<br>7704 Old Springhouse Road<br>McLean, VA 22102-3494  | 1 Set  |
| 6. | James Miller<br>Affiliated Engineers<br>3011 SW Williston Road, Suite 150<br>Gainesville, FL 32618<br>Tel: (b) (6)  | 1 Set  |
| 7. | Kenneth DeBoer<br>Earl Walls Associates<br>5348 Carroll Canyon Road<br>San Diego, CA 92121<br>Tel: (b) (6)  | 1 Set  |

**7.5 SPECIAL REQUIREMENTS – 5**

The Lessor, at his own expense, shall conduct a partnering session with the Contracting Officer, Contracting Officer's Representatives, Lessor's Project Team, DEA personnel, and any other key stakeholders to the project. The Lessor will provide professional facilitators at his sole expense as required. This session will be conducted within 30 days of lease award. The location must be acceptable to the Contracting Officer.

## RIDER 1 TO LEASE NO. GS-11B-00182

THIS RIDER TO LEASE (the "Rider") is hereby incorporated and made part of GSA Lease No. GS-11B-00182 entered into by and between AIP/Loudoun, Limited Partnership (the "Lessor"), and UNITED STATES OF AMERICA (the "Government").

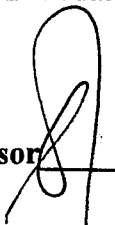

1. General Provisions. All defined terms in this Rider shall have the same meaning as in the Lease, except as otherwise noted. Except as amended and modified by this Rider, all of the terms, covenants, conditions, and agreements of the Lease shall remain in full force and effect. In the event of any conflict between the provisions of the Lease and the provisions of this Rider, this Rider shall control.

2. Termination. The Government and the Lessor shall have no termination rights except as specifically provided for in the Lease or in this Rider.

3. Alterations. In paragraph 19 of the General Clauses, GSA Form 3517B, insert the following at the end: "Notwithstanding the foregoing, any alterations to the structure or base building mechanical, electrical, plumbing, air conditioning, or life safety systems, or to the exterior of the premises, which would require the Government, if a private person, to obtain a building permit from Loudoun County, shall require the prior written approval of Lessor, which will not be unreasonably withheld, and shall be granted or denied within thirty (30) days after Lessor's receipt of the Government's request for Lessor's approval.

4. Default by Lessor-Notice. Notwithstanding any other contrary provision in this Lease, in the event of any default under this Lease by Lessor that may result in or lead to the termination of this Lease by the Government, the Government will give Lessor and Lessor's lender, if any, (i.e., the lender that has been identified in writing by the Lessor) written notice specifying such default with particularity, and Lessor and Lessor's lender shall thereupon have a reasonable time in which to cure any such default (except in the case of a bona fide emergency, in which case the notice requirement is waived). Unless and until Lessor or Lessor's lender fails to so cure any default after such notice, the Government shall not have any remedy or cause of action by reason thereof.

5. Right of Examination. Upon prior notice of at least forty-eight hours, and in accordance with procedures requested by the Government in consideration of its security needs, Lessor and its agents shall be permitted to enter the premises to show them to prospective purchasers, lenders, or anyone having a prospective interest in the building, and, during the last six months of the term to show the premises to prospective tenants. Notwithstanding the foregoing, the Government reserves the right to refuse the Lessor's requested time for entry and to limit the number of tours within a specified period due to scheduling conflicts or to otherwise accommodate the needs of the Government.

Lessor  Gov't 

6. Force Majeure. Except as otherwise expressly set forth in the Lease, whenever a period of time is prescribed in the Lease for the taking of any action by Lessor or the Government, as applicable, Lessor or the Government, as applicable, shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to any of the following events: strikes, riots, acts of God, shortages of labor or materials that occur from extraordinary market conditions, war, inability to obtain permits within the maximum time allowed for review and approval by the local jurisdiction, governmental laws, regulations, or restrictions in the nature of a prohibition or moratorium, or any bona fide delay beyond the reasonable control of the applicable party. The foregoing shall not apply to any payments of money due under the Lease.

7. Lessor's Construction Schedule. The Lessor's Construction Schedule, dated December 13, 1999, is attached hereto and made part of this Lease. Any reference in the Lease to delivery of the premises, duration of construction or the Project Schedule shall refer to the information as set forth in the Lessor's schedule as noted herein, except where Attachment 3 of the SFO may require a longer review period by the Government.

8. Change Order Fees. The following fees/rates shall apply to change orders during construction:

- A. General Conditions: 5%
- B. General Contractor Overhead & Profit: 13%
- C. Lessor's Fee: 8%

Lessor

Gov't

SOLICITATION PROVISIONS  
(Acquisition of Leasehold Interests in Real Property)

1. 552.270-1 - PREPARATION OF OFFERS (APR 1985)

- (a) Offerors are expected to read all parts of this solicitation.
- (b) Offers must be (1) submitted on the forms prescribed and furnished by the Government as a part of this solicitation or on copies of those forms, and (2) signed. The person signing an offer must initial each erasure or change appearing on any offer form. If the offeror is a partnership, the names of the partners composing the firm must be included with the offer.
- (c) Offers will be construed to be in full and complete compliance with this solicitation unless the offer describes any deviation in the offer.

2. 552.270-2 - EXPLANATION TO PROSPECTIVE OFFERORS (JUNE 1985)

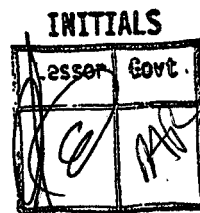
Any prospective offeror desiring an explanation or interpretation of the solicitation should request it in writing. Oral explanations or instructions given to a prospective offeror will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offeror.

~~MODIFICATIONS AND WITHDRAWALS OF OFFERS (APR 1985)~~

- (a) Any offer received at the office designated in the solicitation after the exact time specified for receipt of initial offers will not be considered unless it is received before award is made and it -
  - (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
  - (2) Was sent by mail or, if authorized by the solicitation, was sent by telegram or via facsimile and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation;
  - (3) Was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee not later than 6:00 p.m. at the place of mailing two working days prior to the date specified for receipt of offers. The term "working days" excludes weekends and U.S. Federal holidays; or
  - (4) Is the only offer received.
- (b) A modification resulting from the Contracting Officer's request for "best and final" offers received after the date and time specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the Government after timely receipt at the Government installation.
- (c) The only acceptable evidence to establish the date of mailing of a late offer or modification sent either by U.S. Postal Service registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date and the offer or modification shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
- (d) The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the offer wrapper or other documentary evidence of receipt maintained by the installation.
- (e) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
- (f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
- (g) Offers may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Offers may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the offer before award.

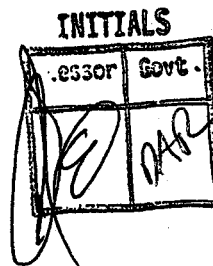
4. 552.203-71 - PROHIBITED CONDUCT (SEP 1990)

- (a) Prohibited conduct. The Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), provides that during the conduct of any Federal agency procurement of property or services, no competing contractor or officer, employee, representative, agent, or consultant of competing contractor shall knowingly -



**FAR 15.208 SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF PROPOSALS.  
(OCT 1997)**

- (a) Offerors are responsible for submitting offers, and any revisions and modifications to them, so as to reach the Government office designated in the solicitation on time. If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposals are due.
- (b) Proposals, and modifications to them, that are received in the designated Government office after the exact time specified are "late" and shall be considered only if –
  - (1) They are received before award is made; and
  - (2) The circumstances meet the specific requirements of 52.215-1(c)(3)(i).
- (c) The contracting officer shall promptly notify any offeror if its proposal, modification, or revision was received late, and shall inform the offeror whether or not it will be considered, unless contract award is imminent and the notice prescribed in 15.503(b) would suffice.
- (d) When a late proposal or modification is transmitted to a contracting office in the United States or Canada by registered or certified mail or by U.S. Postal Service and is received before award, the offeror shall be promptly notified substantially in accordance with the notice in 14.304-2, appropriately modified to relate to proposals.
- (e) Late proposals and modifications that are not considered shall be held unopened, unless opened for identification, until after award and then retained with other unsuccessful proposals.
- (f) The following shall, if available, be included in the contracting office files for each late proposal, response to request for information, or modification:
  - (1) The date of mailing, filling, or delivery.
  - (2) The date of hour of receipt.
  - (3) Whether or not considered for award.
  - (4) The envelope, wrapper, or other evidence of date of submission.
- (g) Proposals may be withdrawn at any time before award. Written proposals are withdrawn upon receipt by the contracting officer of a written notice of withdrawal. Oral proposals in response to oral solicitations may be withdrawn proposals should be retained in the contract file (see 4.803(a)(10)). Extra copies of the withdrawn proposals may be destroyed or returned to the offeror at the offeror's request. Extremely bulky proposals shall only be returned at the offeror's request and expense.
- (h) Upon withdrawal of an electronically transmitted proposal, the data received shall not be viewed and shall be purged from primary and backup data storage systems.



- (1) Make, directly or indirectly, any offer or promise of future employment or business opportunity to, or engage, directly or indirectly, in any discussion of future employment or business opportunity with, any procurement official of the agency, except as provided in FAR 3.104-6(b);
- (2) Offer, give, or promise to offer or give, directly or indirectly, any money, gratuity, or other thing of value to any procurement official of the agency; or
- (3) Solicit or obtain, directly or indirectly, from any officer or employee of the agency, prior to the award of a contract any proprietary or source selection information regarding the procurement.

(b) Penalties. Civil penalties for violation of these prohibitions are up to \$100,000 for an individual or \$1,000,000 for an Offeror or prospective Offeror other than an individual. Criminal penalties are up to 5 years imprisonment and/or a fine in accordance with Title 18, United States Code.

5. 52.215-12 - RESTRICTION ON DISCLOSURE AND USE OF DATA (APR 1984)

(Applies to leases which exceed \$100,000 average net annual rental, including option periods.)

Offerors or quoters who include in their proposals or quotations data that they do not want disclosed to the public for any purpose or used by the Government except for evaluation purposes, shall -

- (a) Mark the title page with the following legend: "This proposal or quotation includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoter as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]"; and
- (b) Mark each sheet of data it wishes to restrict with the following legend: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."

6. 52.222-24 - PREAWARD EQUAL OPPORTUNITY COMPLIANCE REVIEW (APR 1984)

An award in the amount of \$1 million or more will not be made under this solicitation unless the offeror and each of its known first-tier subcontractors (to whom it intends to award a subcontract of \$1 million or more) are found, on the basis of a compliance review, to be able to comply with the provisions of the Equal Opportunity clause of this solicitation.

7. 552.270-5 - LEASE AWARD (JUN 1985)

- (a) The Government will award a lease resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation, will be most advantageous to the Government, price and other factors, specified elsewhere in this solicitation, considered.
- (b) The Government may (1) reject any or all offers, (2) accept other than the lowest priced offer, and (3) waive informalities and minor irregularities in offers received.
- (c) Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.
- (d) The unconditional acceptance of an offer establishes a valid contract.

8. 552.270-6 - PARTIES TO EXECUTE LEASE (AUG 1992)

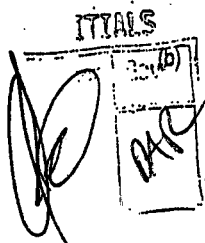
- (a) If the lease is executed by an attorney, agent, or trustee on behalf of the Lessor, an authenticated copy of his power of attorney, or other evidence to act on behalf of the Lessor, must accompany the lease.
- (b) If the Lessor is a partnership, the lease must be signed with the partnership name, followed by the name of the legally authorized partner signing the same, and, if requested by the Government, a copy of either the partnership agreement or current Certificate of Limited Partnership shall accompany the lease.
- (c) If the Lessor is a corporation, the lease must be signed with the corporate name, followed by the signature and title of the officer or other person signing the lease on its behalf, duly attested, and, if requested by the Government, evidence of this authority so to act shall be furnished.

9. 52.233-2 - SERVICE OF PROTEST (AUG 1996) (VARIATION)

(Applies to leases which exceed \$100,000 average net annual rental, including option periods.)

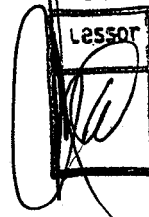

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from the Contracting Officer at the address shown elsewhere in this solicitation.

The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

INITIALS  


10. FLOOD PLAINS AND WETLANDS (APR 1984)

An award of contract will not be made for a property located within a base flood plain or wetland unless the Government has determined it to be the only practicable alternative.

| INITIALS   |   |
|--|---|
| Lessor   | Govt.   |
|  |  |

**GENERAL CLAUSES**  
(Acquisition of Leasehold Interests in Real Property)

| <u>CATEGORY</u>         | <u>Clause No.</u> | <u>48 CFR Ref.</u> | <u>Clause Title</u>                                    |
|-------------------------|-------------------|--------------------|--|
| DEFINITIONS<br>GENERAL  | 1                 | 552.270-4          | Definitions  |
|                         | 2                 | 552.270-5          | Subletting and Assignment                              |
|                         | 3                 | 552.270-11         | Successors Bound                                       |
|                         | 4                 | 552.270-23         | Subordination, Nondisturbance and<br>Attornment        |
|                         | 5                 | 552.270-24         | Statement of Lease                                     |
|                         | 6                 | 552.270-25         | Substitution of Tenant Agency                          |
|                         | 7                 | 552.270-26         | No Waiver  |
|                         | 8                 | 552.270-27         | Integrated Agreement                                   |
|                         | 9                 | 552.270-28         | Mutuality of Obligation                                |
| PERFORMANCE             | 10                | 552.270-17         | Delivery and Condition                                 |
|                         | 11                | 552.270-18         | Default in Delivery - Time Extensions<br>(Variation)   |
|                         | 12                | 552.270-19         | Progressive Occupancy                                  |
|                         | 13                | 552.270-21         | Effect of Acceptance and Occupancy                     |
|                         | 14                | 552.270-6          | Maintenance of Building and<br>Premises-Right of Entry |
|                         | 15                | 552.270-10         | Failure in Performance                                 |
|                         | 16                | 552.270-22         | Default by Lessor During the Term                      |
|                         | 17                | 552.270-7          | Fire and Casualty Damage                               |
|                         | 18                | 552.270-8          | Compliance with Applicable Law                         |
|                         | 19                | 552.270-12         | Alterations  |
|                         | 20                | 552.270-29         | Acceptance of Space                                    |
| INSPECTION              | 21                | 552.270-9          | Inspection-Right of Entry                              |
| PAYMENT                 | 22                | 552.232-75         | Prompt Payment   |
|                         | 23                | 552.232-76         | Electronic Funds Transfer Payment<br>(Variation)       |
|                         | 24                | 552.232-70         | Invoice Requirements                                   |
|                         | 25                | 52.232-23          | Assignment of Claims                                   |
|                         | 26                | 552.270-20         | Payment (Variation)                                    |
| STANDARDS OF<br>CONDUCT | 27                | 552.203-5          | Covenant Against Contingent Fees                       |
|                         | 28                | 52.203-7           | Anti-Kickback Procedures                               |
|                         | 29                | 52.223-6           | Drug-Free Workplace                                    |
| ADJUSTMENTS             | 30                | 552.203-70         | Price Adjustment for Illegal or Improper<br>Activity   |
|                         | 31                | 52.215-10          | Price Reduction for Defective Cost or<br>Pricing Data  |
|                         | 32                | 552.270-13         | Proposals for Adjustment                               |
|                         | 33                | 552.270-14         | Changes (Variation)                                    |
| AUDITS                  | 34                | 552.215-70         | Examination of Records by GSA                          |
|                         | 35                | 52.215-2           | Audit and Records—Negotiation                          |
| DISPUTES                | 36                | 52.233-1           | Disputes   |

INITIALS:

LESSOR

&

GOVERNMENT

|                 |    |            |  |
|-----------------|----|------------|--|
| LABOR STANDARDS | 37 | 52.222-26  | Equal Opportunity  |
|                 | 38 | 52.222-21  | Prohibition of Segregated Facilities   |
|                 | 39 | 52.222-35  | Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era   |
|                 | 40 | 52.222-36  | Affirmative Action for Workers with Disabilities   |
|                 | 41 | 52.222-37  | Employment Reports on Disabled Veterans and Veterans of the Vietnam Era  |
| SUBCONTRACTING  | 42 | 52.209-6   | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment |
|                 | 43 | 52.215-12  | Subcontractor Cost or Pricing Data   |
|                 | 44 | 52.219-8   | Utilization of Small Business Concerns   |
|                 | 45 | 52.219-9   | Small Business Subcontracting Plan   |
|                 | 46 | 52.219-16  | Liquidated Damages- Subcontracting Plan  |
| ADVERTISING     | 47 | 552.203-71 | Restriction on Advertising   |

INITIALS:

LESSOR

&

GOVERNMENT

GENERAL CLAUSES  
(Acquisition of Leasehold Interests in Real Property)

1. 552.270-4 - DEFINITIONS (SEP 1999)

The following terms and phrases (except as otherwise expressly provided or unless the context otherwise requires) for all purposes of this lease shall have the respective meanings hereinafter specified:

- (a) "Commencement Date" means the first day of the term.
- (b) "Contract" and "Contractor" means "Lease" and "Lessor," respectively.
- (c) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (d) "Delivery Date" means the date specified in or determined pursuant to the provisions of this lease for delivery of the premises to the Government, improved in accordance with the provisions of this lease and substantially complete, as such date may be modified in accordance with the provisions of this lease.
- (e) "Delivery Time" means the number of days provided by this lease for delivery of the premises to the Government, as such number may be modified in accordance with the provisions of this lease.
- (f) "Excusable Delays" mean delays arising without the fault or negligence of Lessor and Lessor's subcontractors and suppliers at any tier, and shall include, without limitation, (1) acts of God or of the public enemy, (2) acts of the United States of America in either its sovereign or contractual capacity, (3) acts of another contractor in the performance of a contract with the Government, (4) fires, (5) floods, (6) epidemics, (7) quarantine restrictions, (8) strikes, (9) freight embargoes, (10) unusually severe weather, or (11) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Lessor and any such subcontractor or supplier.
- (g) "Lessor" means the sub-lessor if this lease is a sublease.
- (h) "Lessor shall provide" means the Lessor shall furnish and install at Lessor's expense.
- (i) "Notice" means written notice sent by certified or registered mail, Express Mail or comparable service, or delivered by hand. Notice shall be effective on the date delivery is accepted or refused.
- (j) "Premises" means the space described on the Standard Form 2, U.S. Government Lease for Real Property, of this lease.
- (k) "Substantially complete" and "substantial completion" means that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in this lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment.
- (l) "Work" means all alterations, improvements, modifications, and other things required for the preparation or continued occupancy of the premises by the Government as specified in this lease.

2. 552.270-5 - SUBLETTING AND ASSIGNMENT (SEP 1999)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

3. 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

121  
DAR

4. 552.270-23 - SUBORDINATION, NONDISTURBANCE AND ATTORNMEN (SEP 1999)

- (a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.
- (b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate nondisturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.
- (c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.
- (d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

5. 552.270-24 - STATEMENT OF LEASE (AUG 1999)

- (a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.
- (b) Letters issued pursuant to this clause are subject to the following conditions:
- (1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;
  - (2) That the Government shall not be held liable because of any defect in or condition of the premises or building;
  - (3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and
  - (4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable prepurchase and precommitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

6. 552.270-25 - SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

INITIALS:

LESSOR

&

GOVERNMENT

7. 552.270-26 - NO WAIVER (SEP1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

8. 552.270-27 - INTEGRATED AGREEMENT (SEP 1999)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease.

9. 552.270-28 - MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

10. 552.270-17 - DELIVERY AND CONDITION (SEP 1999)

- (a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. The Government reserves the right to determine when the space is substantially complete.
- (b) If the premises do not in every respect comply with the provisions of this lease the Contracting Officer may, in accordance with the Failure in Performance clause of this lease, elect to reduce the rent payments.

11. 552.270-18 - DEFAULT IN DELIVERY - TIME EXTENSIONS (SEP 1999) (VARIATION)

- (a) With respect to Lessor's obligation to deliver the premises substantially complete by the delivery date (as such date may be modified pursuant to this lease), time is of the essence. If the Lessor fails to prosecute the work with the diligence that will ensure its substantial completion by the delivery date or fails to substantially complete the work by such date, the Government may by notice to the Lessor terminate this lease, which termination shall be effective when received by Lessor. The Lessor and the Lessor's sureties, if any, shall be jointly and severally liable for any damages to the Government resulting from such termination, as provided in this clause. The Government shall be entitled to the following damages:
  - (1) The Government's aggregate rent and estimated real estate tax and operating cost adjustments for the firm term and all option terms of its replacement lease or leases, in excess of the aggregate rent and estimated real estate tax and operating cost adjustments for the term; provided, if the Government procures replacement premises for a term (including all option terms) in excess of the term, the Lessor shall not be liable for excess Government rent or adjustments during such excess part of such term;
  - (2) All administrative and other costs borne by the Government in procuring a replacement lease or leases;
  - (3) Such other, additional relief as may be provided for in this lease, at law or in equity.
  - (4) Damages to which the Government may be entitled under this clause shall be due and payable thirty (30) days next following the date Lessor receives notice from the Contracting Officer specifying such damages.
- (b) Delivery by Lessor of less than the minimum ANSI/BOMA Usable square footage required by this lease shall in no event be construed as substantial completion, except as permitted by the Contracting Officer.
- (c) Notwithstanding paragraph (a) of this clause, this lease shall not be terminated under this clause nor the Lessor charged with damages under this clause, if (1) the delay in substantially completing the work arises from excusable delays and (2) the Lessor within 10 days from the beginning of any such delay (unless extended in writing by the Contracting Officer) provides notice to the Contracting Officer of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If the facts warrant such action, the delivery date shall be extended, by the Contracting Officer, to the extent of such delay at no additional costs to the Government. A time extension is the sole remedy of the Lessor.

INITIALS:

LESSOR

&

GOVERNMENT

12. 552.270-19 - PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

13. 552.270-21 - EFFECT OF ACCEPTANCE AND OCCUPANCY (SEP 1999)

Neither the Government's acceptance of the premises for occupancy, nor the Government's occupancy thereof, shall be construed as a waiver of any requirement of or right of the Government under this Lease, or as otherwise prejudicing the Government with respect to any such requirement or right.

14. 552.270-6 - MAINTENANCE OF BUILDING AND PREMISES - RIGHT OF ENTRY (SEP 1999)

Except in case of damage arising out of the willful act or negligence of a Government employee, Lessor shall maintain the premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the lessor under this lease, in good repair and condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge.

15. 552.270-10 - FAILURE IN PERFORMANCE (SEP 1999)

The covenant to pay rent and the covenant to provide any service, utility, maintenance, or repair required under this lease are interdependent. In the event of any failure by the Lessor to provide any service, utility, maintenance, repair or replacement required under this lease the Government may, by contract or otherwise, perform the requirement and deduct from any payment or payments under this lease, then or thereafter due, the resulting cost to the Government, including all administrative costs. If the Government elects to perform any such requirement, the Government and each of its contractors shall be entitled to access to any and all areas of the building, access to which is necessary to perform any such requirement, and the Lessor shall afford and facilitate such access. Alternatively, the Government may deduct from any payments under this lease, then or thereafter due, an amount which reflects the reduced value of the contract requirement not performed. No deduction from rent pursuant to this clause shall constitute a default by the Government under this lease. These remedies are not exclusive and are in addition to any other remedies which may be available under this lease or at law.

16. 552.270-22 - DEFAULT BY LESSOR DURING THE TERM (SEP 1999)

(a) Each of the following shall constitute a default by Lessor under this lease:



- (1) Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when required provided any such failure shall remain uncured for a period of thirty (30) days next following Lessor's receipt of notice thereof from the Contracting Officer or an authorized representative.
- (2) Repeated and unexcused failure by Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all such failures shall have been timely cured pursuant to this clause.

(b) If a default occurs, the Government may, by notice to Lessor, terminate this lease for default and if so terminated, the Government shall be entitled to the damages specified in the Default in Delivery-Time Extensions clause.

17. 552.270-7 - FIRE AND CASUALTY DAMAGE (SEP 1999)

If the entire premises are destroyed by fire or other casualty, this lease will immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor

INITIALS:

 &   
LESSOR GOVERNMENT

within 15 calendar days of the fire or other casualty; if so terminated, no rent will accrue to the Lessor after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage. Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

18. 552.270-8 - COMPLIANCE WITH APPLICABLE LAW (SEP 1999)

Lessor shall comply with all Federal, state and local laws applicable to the Lessor as owner or lessor, or both, of the building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. The Government will comply with all Federal state and local laws applicable to and enforceable against it as a tenant under this lease; provided that nothing in this lease shall be construed as a waiver of any sovereign immunity of the Government. This lease shall be governed by Federal law.

19. 552.270-12 - ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

20. 552.270-29 - ACCEPTANCE OF SPACE (SEP 1999)

- (a) When the Lessor has completed all alterations, improvements, and repairs necessary to meet the requirements of the lease, the Lessor shall notify the Contracting Officer. The Contracting Officer or designated representative shall promptly inspect the space.
- (b) The Government will accept the space and the lease term will begin after determining that the space is substantially complete and contains the required ANSI/BOMA Usable square footage as indicated in the paragraph of this solicitation entitled "Amount and Type of Space."

21. 552.270-9 - INSPECTION - RIGHT OF ENTRY (SEP 1999)


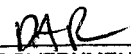
- (a) At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), after acceptance thereof and during the term, the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror or Lessor, enter upon the offered premises or the premises, and all other areas of the building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror or Lessor with the requirements of the solicitation or this lease, which purposes shall include, but not be limited to: (1) inspecting, sampling and analyzing of suspected asbestos-containing materials and air monitoring for asbestos fibers; (2) inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered premises or the premises; (3) inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances; and (4) inspecting for any current or past hazardous waste operations, to ensure that appropriate mitigative actions were taken to alleviate any environmentally unsound activities in accordance with Federal, State and local law.
- (b) Nothing in this clause shall be construed to create a Government duty to inspect for toxic materials or to impose a higher standard of care on the Government than on other lessees. The purpose of this clause is to promote the ease with which the Government may inspect the building. Nothing in this clause shall act to relieve the Lessor of any duty to inspect or liability which might arise as a result of Lessor's failure to inspect for or correct a hazardous condition.

22. 552.232-75 - PROMPT PAYMENT (SEP 1999)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

- (a) Payment due date.

INITIALS:

 &   
LESSOR GOVERNMENT

- (1) Rental payments. Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.
    - (i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.
    - (ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.
  - (2) Other payments. The due date for making payments other than rent shall be the later of the following two events:
    - (i) The 30th day after the designated billing office has received a proper invoice from the Contractor.
    - (ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.
- (b) Invoice and inspection requirements for payments other than rent.
- (1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:
    - (i) Name and address of the Contractor.
    - (ii) Invoice date.
    - (iii) Lease number.
    - (iv) Government's order number or other authorization.
    - (v) Description, price, and quantity of work or services delivered.
    - (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order.)
    - (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
  - (2) The Government will inspect and determine the acceptability of the work performed or services delivered within 7 days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the 7-day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the 7 days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.
- (c) Interest Penalty.
- (1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.
  - (2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.
  - (3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.
  - (4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

23. 552.232-76 - ELECTRONIC FUNDS TRANSFER PAYMENT (SEP 1999) (Variation)

- (a) The Government will make payments under this lease by electronic funds transfer (EFT). After award, but no later than 30 days before the first payment, the Lessor shall designate a financial institution for receipt of EFT payments, and shall submit this designation to the Contracting Officer or other Government official, as directed.

INITIALS:

LESSOR

&

GOVERNMENT

- (b) The Lessor shall provide the following information:
- (1) The lease number to which this notice applies.
  - (2) The American Bankers Association 9-digit identifying number for wire transfers of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.
  - (3) Number of account to which funds are to be deposited.
  - (4) Type of depositor account ("C" for checking, "S" for savings).
  - (5) If the Lessor is a new enrollee to the EFT system, a completed "Payment Information Form," SF 3881.
- (c) In the event the Lessor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using EFT procedures, notification of such change and the required information specified in (b), above must be received by the appropriate Government official no later than 30 days prior to the date such change is to become effective.
- (d) The documents furnishing the information required in this clause must be dated and contain the signature, title, and telephone number of the Lessor or an authorized representative designated by the Lessor, as well as the Lessor's name and lease number.
- (e) Lessor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

24. 552.232-70 - INVOICE REQUIREMENTS (VARIATION) (SEP 1999)

(This clause applies to payments other than rent.)

- (a) Invoices shall be submitted in an original only, unless otherwise specified, to the designated billing office specified in this contract or order.
- (b) Invoices must include the Accounting Control Transaction (ACT) number provided below or on the order.

ACT Number (to be supplied on individual orders)

- (c) If information or documentation in addition to that required by the Prompt Payment clause of this contract is required in connection with an invoice for a particular order, the order will indicate what information or documentation must be submitted.

25. 52.232-23 - ASSIGNMENT OF CLAIMS (JAN 1986)

- (a) The Contractor, under the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15 (hereafter referred to as the "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.
- (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.
- (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

26. 552.270-20 - PAYMENT (SEP 1999) (VARIATION)

- (a) When space is offered and accepted, the ANSI/BOMA Usable square footage delivered will be confirmed by:
  - (1) the Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such plans or
  - (2) a mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.
- (b) Payment will not be made for space which is in excess of the amount of ANSI/BOMA Usable square footage stated in the lease.

INITIALS:

LESSOR

&

GOVERNMENT

- (c) If it is determined that the amount of ANSI/BOMA Usable square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of Usable space delivered and the annual rental will be adjusted as follows:

Usable square feet not delivered multiplied by the ANSI/BOMA Usable square foot (USF) rate equals the reduction in annual rent. The rate per USF is determined by dividing the total annual rental by the Usable square footage set forth in the lease.

USF Not Delivered X Rate per USF = Reduction in Annual Rent.

27. 552.203-5 - COVENANT AGAINST CONTINGENT FEES (FEB 1990)

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

- (b) "Bona fide agency," as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

28. 52.203-7 - ANTI-KICKBACK PROCEDURES (JUL 1995)

- (Applies to leases which exceed \$100,000 average net annual rental, including option periods.)

- (a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

INITIALS:

LESSOR

&

GOVERNMENT

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

- (b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from--
- (1) Providing or attempting to provide or offering to provide any kickback;
  - (2) Soliciting, accepting, or attempting to accept any kickback; or
  - (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.
- (c)
- (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
  - (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
  - (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
  - (4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract, the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In the either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
  - (5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

29. 52.223-6 DRUG-FREE WORKPLACE (JAN 1997)

- (a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

- (b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--
- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - (2) Establish an ongoing drug-free awareness program to inform such employees about--

INITIALS:

LESSOR

&

GOVERNMENT

- (i) The dangers of drug abuse in the workplace;
  - (ii) The Contractor's policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;
- (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--
  - (i) Abide by the terms of the statement; and
  - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
  - (i) Taking appropriate personnel action against such employee, up to and including termination; or
  - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

30. 552.203-70 - PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1999)

(Applies to leases which exceed \$100,000.)

- (a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may--
  - (1) Reduce the monthly rental under this lease by 5 percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover 5 percent of the rental already paid;
  - (2) Reduce payments for alterations not included in monthly rental payments by 5 percent of the amount of the alterations agreement; or
  - (3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.
- (b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis therefor. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

INITIALS:

LESSOR

&

GOVERNMENT

31. 52.215-10 - PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)

(Applies when cost or pricing data are required for work or service exceeding \$500,000.)

- (a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because—
- (1) The Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;
  - (2) A subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or
  - (3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.
- (b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; *provided*, that the actual subcontract price was not itself affected by defective cost or pricing data.
- (c) (1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:
- (i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.
  - (ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.
  - (iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.
  - (iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.
- (2) (i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if—
- (A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and
  - (B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.
- (ii) An offset shall not be allowed if—
- (A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or
  - (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.
- (d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid—
- (1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and
  - (2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

INITIALS:

  
CONTRACTOR

&   
GOVERNMENT

32. 552.270-13 - PROPOSALS FOR ADJUSTMENT (SEP 1999)

- (a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.
- (b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds \$100,000. The proposal, including all subcontractor work, will contain at least the following details--
  - (1) Material quantities and unit costs;
  - (2) Labor costs (identified with specific item or material to be placed or operation to be performed;
  - (3) Equipment costs;
  - (4) Worker's compensation and public liability insurance;
  - (5) Overhead;
  - (6) Profit; and
  - (7) Employment taxes under FICA and FUTA.
- (c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding \$500,000 in cost --
  - (1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.403-4) and
  - (2) The Lessor's representative, all Contractors, and subcontractors whose portion of the work exceeds \$500,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.406-2).
- (d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

33. 552.270-14 - CHANGES (SEP 1999) (VARIATION)

- (a) The Contracting Officer may at any time, by written order, make changes within the general scope of this lease in any one or more of the following:
  - (1) Specifications (including drawings and designs);
  - (2) Work or services;
  - (3) Facilities or space layout; or
  - (4) Amount of space, provided the Lessor consents to the change.
- (b) If any such change causes an increase or decrease in Lessor's cost of or the time required for performance under this lease, whether or not changed by the order, the Contracting Officer shall modify this lease to provide for one or more of the following:
  - (1) A modification of the delivery date;
  - (2) An equitable adjustment in the rental rate;
  - (3) A lump sum equitable adjustment; or
  - (4) An equitable adjustment of the annual operating costs per ANSI/BOMA Usable square foot specified in this lease.
- (c) The Lessor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the lessor from proceeding with the change as directed.
- (d) Absent such written change order, the Government shall not be liable to Lessor under this clause.

34. 552.215-70 - EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services, or any duly authorized representative shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services, or any duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires

INITIALS:

LESSOR

&

GOVERNMENT

earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

35. 52.215-2 - AUDIT AND RECORDS—NEGOTIATION (JUN 1999)

- (a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.
- (c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to—
  - (1) The proposal for the contract, subcontract, or modification;
  - (2) The discussions conducted on the proposal(s), including those related to negotiating;
  - (3) Pricing of the contract, subcontract, or modification; or
  - (4) Performance of the contract, subcontract or modification.
- (d) Comptroller General—
  - (1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.
  - (2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—
  - (1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
  - (2) The data reported.
- (f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), ©, (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—
  - (1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
  - (2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.
- (g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and—

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;  
(2) For which cost or pricing data are required; or

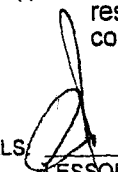
INITIALS: LESSOR & GOVERNMENT

- (3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

36. 52.233-1 - DISPUTES (DEC 1998)

- (a) This contract is subject to the Contract Disputes act of 1978, as amended (41 U.S.C. 601-613)
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
- (2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative disputes resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

INITIALS  LESSOR

&  GOVERNMENT

37. 52.222-26 - EQUAL OPPORTUNITY (FEB 1999)

- (a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) below. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
- (b) During performing this contract, the Contractor agrees as follows:
- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.
  - (2) The Contractor shall take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.
  - (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
  - (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
  - (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
  - (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
  - (8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
  - (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
  - (10) The Contractor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
  - (11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

INITIALS:

LESSOR

&   
GOVERNMENT

- (c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

38. 52.222-21 – PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

- (a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

39. 52.222-35 - AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998) (DEVIATION)

- (a) Definitions.

"Appropriate office of the State employment service system," as used in this clause, means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

"Positions that will be filled from within the Contractor's organization," as used in this clause, means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings that the Contractor proposes to fill from regularly establish "recall" lists.

"Employment openings," as used in this clause, includes full-time employment, temporary employment of over 3 days, and part-time employment, but does not include (1) executive and top management positions, (2) positions that will be filled from within the Contractor's organization or under a customary and traditional employer-union hiring arrangement, or (3) openings in an educational institution that are restricted to students of that institution.

"Veteran of the Vietnam era" means a person who—

Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or

Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.

- (b) General.

- (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a disabled veteran or veteran of the Vietnam era. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans' status in all employment practices such as—

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion or transfer;
- (iv) Recruitment;
- (v) Advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

INITIALS:

LESSOR

&

GOVERNMENT

(c) Listing openings.

- (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.
- (2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their openings with the appropriate office of the State employment service.
- (3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
- (4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(d) Applicability.

- (1) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.
- (2) The terms of paragraph (c) above of this clause do not apply to openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.

(e) Postings.

- (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.
- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.
- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam era.


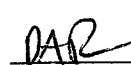
(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

40. 52.222-36 - AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General.

- (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with

INITIALS:  LESSOR &  GOVERNMENT

disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

- (i) Recruitment, advertising, and job application procedures;
  - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
  - (iii) Rates of pay or any other form of compensation and changes in compensation;
  - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
  - (v) Leaves of absence, sick leave, or any other leave;
  - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
  - (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training
  - (viii) Activities sponsored by the Contractor, including social or recreational programs; and
  - (ix) Any other term, condition, or privilege of employment
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 USC 793) (the Act), as amended.

(b) Postings.

- (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities and (ii) the rights of applicants and employees.
- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.
- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$2,500 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

41. 52.222-37 - EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on:

- (1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and
- (2) The total number of new employees hired during the period covered by the report, and of that total, the number of special disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March

INITIALS:

LESSOR

&

GOVERNMENT

1 of the year the report is due, or (2) as of December 31, if the Contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

- (e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided, that the information will be kept confidential, that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment, and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.
- (f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

42. 52.209-6 - PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 1995)

- (a) The Government suspends or debars Contractors to protect the Government's interests. Contractors shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that has been debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
- (b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
- (c) A corporate officer or designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended or proposed for debarment (See FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:
  - (1) The name of the subcontractor,
  - (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs;
  - (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs;
  - (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

43. 52.215-12 - SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)

(Applies when the clause at FAR 52.215-10 is applicable.)

- (a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, which ever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.
- (b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.
- (c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either--
  - (1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or
  - (2) The substance of the clause at FAR 52.215-13, Subcontractor Cost or Pricing Data -- Modifications.

44. 52.219-8 - UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 1999)

(Applies to leases which exceed \$100,000 average net annual rental, including option periods.)

- (a) It is the policy of the United States that small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women.
- (b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) Definitions. As used in this contract--

- (1) "Small business concern" means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.
- (2) "HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
- (3) "Small business concern owned and controlled by socially and economically disadvantaged individuals" and "small disadvantaged business concern" mean a small business concern that represents, as part of its offer that--
- (i) It has received certification as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B;
- (ii) No material change in disadvantaged ownership and control has occurred since its certification;
- (iii) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (iv) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).
- (4) "Small business concern owned and controlled by women" means a small business concern--
- (i) Which is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (ii) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a HUBZone small business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals, or a small business concern owned and controlled by women.

45. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 1999)

(Applies to leases which exceed \$500,000.)

- (a) This clause does not apply to small business concerns.
- (b) Definitions. As used in this clause--

INITIALS:

LESSOR

& GOVERNMENT

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract," means any agreement means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

- (c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, which separately addresses subcontracting with small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.
- (d) The offeror's subcontracting plan shall include the following:
- (1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.
  - (2) A statement of—
    - (i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
    - (ii) Total dollars planned to be subcontracted to small business concerns;
    - (iii) Total dollars planned to be subcontracted to HUBZone small business concerns
    - (iv) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
    - (v) Total dollars planned to be subcontracted to women-owned small business concerns.
  - (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to (i) small business concerns, (ii) HUBZone small business concerns, (iii) small disadvantaged business concerns and (iv) women-owned small business concerns.
  - (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
  - (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, HUBZone, small disadvantaged and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause
  - (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with (i) small business concerns,

INITIALS:

LESSOR

&

GOVERNMENT

- (ii) HUBZone small business concerns, (iii) small disadvantaged business concerns, and (iv) women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small business, HUBZone small business, small disadvantaged and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the offeror will include the clause in this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.
- (10) Assurances that the offeror will-- (i) cooperate in any studies or surveys as may be required, (ii) submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan, (iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms and in paragraph (j) of this clause, and (iv) ensure that its subcontractors agree to submit Standard Forms 294 and 295.
- (11) A recitation of the types of records the offeror will maintain concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
  - (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, HUBZone small business, small disadvantaged and women-owned small business concerns.
  - (ii) Organizations contacted in an attempt to locate sources that are small business, HUBZone small business, small disadvantaged or women-owned small business concerns.
  - (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating (A) whether small business concerns were solicited and if not, why not, (B) whether HUBZone small business concerns were solicited and if not, why not, (C) whether small disadvantaged business concerns were solicited and if not, why not, (D) whether women-owned small business concerns were solicited and if not, why not, and (E) if applicable, the reason award was not made to a small business concern.
  - (iv) Records of any outreach efforts to contact (A) trade associations, (B) business development organizations, and (C) conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources.
  - (v) Records of internal guidance and encouragement provided to buyers through (A) workshops, seminars, training, etc., and (B) monitoring performance to evaluate compliance with the program's requirements.
  - (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
  - (1) Assist small business, HUBZone small business, small disadvantaged and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small, HUBZone small business, small disadvantaged and women-owned small business subcontractors are excessively long, reasonable efforts shall be made to give all such small business concerns an opportunity to compete over a period of time.
  - (2) Provide adequate and timely consideration of the potentialities of small, HUBZone small business, small disadvantaged and women-owned small business concerns in all "make-or-buy" decisions.
  - (3) Counsel and discuss subcontracting opportunities with representatives of small, HUBZone small business, small disadvantaged and women-owned small business firms.
  - (4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, HUBZone small business, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

INITIALS:

LESSOR

&



GOVERNMENT

- (f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided, (1) the master plan has been approved, (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.
- (h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- (i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.
- (j) The Contractor shall submit the following reports:
  - (1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.
  - (2) Standard Form 295, Summary Subcontract Report. This report encompasses all the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by Standard Industrial Classification (SIC) Major Group. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant SIC Major Group and report all awards to that subcontractor under its predominant SIC Major Group.

46 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)

- (a) *Failure to make a good faith effort to comply with the subcontracting plan*, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.
- (b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.
- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require

INITIALS:

 LESSOR &  GOVERNMENT

that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

- (d) With respect to commercial products plans; i.e., company-wide or division-wide subcontracting plans approved under paragraph (g) of the clause in this contract entitled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan," the Contracting Officer of the agency that originally approved the plan will exercise the functions of the Contracting Officer under this clause on behalf of all agencies that awarded contracts covered by that commercial products plan.
- (e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.
- (f) Liquidated damages shall be in addition to any other remedies that the Government may have.

47. 552.203-71 - RESTRICTION ON ADVERTISING (VARIATION) (SEP 1999)

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the White House, the Executive Office of the President, or any other element of the Federal Government, or is considered by these entities to be superior to other products or services.

INITIALS:

  
LESSOR

&

  
GOVERNMENT

|  |                     |       |
|--|---------------------|-------|
| <b>REPRESENTATIONS AND CERTIFICATIONS</b><br>(Acquisition of Leasehold Interests in Real Property) | Solicitation Number | Dated |
|--|---------------------|-------|

Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (NOV 1999)

- (a)
- (1) The standard industrial classification (SIC) code for this acquisition is 6515.
  - (2) The small business size standard applicable to this acquisition is average annual gross revenues of \$15 million or less for the preceding three fiscal years.
  - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

- (1) The Offeror represents as part of its offer that it ☒ is, ☐ is not a small business concern.
- (2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The Offeror represents, for general statistical purposes, that it ☐ is, ☒ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this section.) The Offeror represents as part of its offer that it ☐ is, ☒ is not a women-owned small business concern.
- (4) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that it—

(i) ☐ is, ☒ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☒ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

- (5) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision]. The offeror shall check the category in which its ownership falls:

- ☐ Black American.  
☐ Hispanic American.  
☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).  
☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).  
☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).  
☐ Individual/concern, other than one of the preceding.


- (c) Definitions. Small business concern, as use in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Women-owned small business concern, as use in this provision, means a small business concern—

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference

INITIALS:  LESSOR

&  GOVERNMENT

(Applies to leases which exceed \$100,000.)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,—
  - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation.
  - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
  - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

7. 52.209-5 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(Applies to leases which exceed \$100,000 average net annual rental, including option periods.)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
  - (i) The Offeror and/or any of its Principals—
    - (A) Are ☐ are not ☒ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
    - (B) Have ☐ have not ☒, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
    - (C) Are ☐ are not ☒ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
  - (ii) The Offeror has ☐ has not ☒, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

8. 52.204-3 - TAXPAYER IDENTIFICATION (JUN 1997)

- (a) Definitions.

INITIALS:

LESSOR

&

GOVERNMENT

programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

2. 52.204-5 - WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

- (a) *Definition.* "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it [ ] is a women-owned business concern..

3. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The Offeror represents that --

- (a) It [ ] has, [X] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It [X] has, [ ] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

4. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The Offeror represents that --

- (a) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It [X] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

5. 52.203-02 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(Applies to leases which exceed \$100,000 average net annual rental, including option periods.)

- (a) The Offeror certifies that--

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above \_\_\_\_\_ [insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization];
- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

6. 52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991) (DEVIATION)

INITIALS \_\_\_\_\_  
LESSOR

& \_\_\_\_\_  
GOVERNMENT

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

- \* TIN: (b) (4)
- \* TIN has been applied for.
- \* TIN is not required because:
  - Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
  - Offeror is an agency or instrumentality of a foreign government;
  - Offeror is an agency or instrumentality of the Federal government;

(e) Type of organization.

- \* Sole proprietorship;
- \* Partnership; Not a corporate entity;
- \* Corporate entity (not tax-exempt);
- \* Corporate entity (tax-exempt);
- \* Government entity (Federal, State, or local);
- \* Foreign government;
- \* International organization per 26 CFR 1.6049-4;
- \* Other \_\_\_\_\_

(f) Common Parent.

- \* Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- \* Name and TIN of common parent:



Name \_\_\_\_\_  
TIN \_\_\_\_\_

9. OFFEROR'S DUNS NUMBER (APR 1996)

Enter number, if known: \_\_\_\_\_

|  |   |   |
|--|---|---|
| OFFEROR OR<br>AUTHORIZED<br>REPRESENTATIVE | Name and Address (Including ZIP Code)<br>By: Galaxy Post Office Associates, L.L.C.<br>560 Herndon Parkway, Herndon, VA 20175<br>(b) (6) | Telephone Number<br>703-709-8866<br><br>March 2, 2000<br>Date |
|--|---|---|

INITIALS:

 LESSOR &  GOVERNMENT

LESSOR'S ANNUAL COST STATEMENT  
IMPORTANT-Read "Instructions" on reverse of form.

2. NET RENTABLE  
AREA (Sq. Ft.)

3A. ENTIRE BUILDING  
49,692

3B. LEASED BY GOVT  
49,692

BUILDING NAME AND ADDRESS (No. street, city, State and zip code no.)

606 Business Park, Sterling, Virginia

SECTION I - ESTIMATED ANNUAL COST OF SERVICES AND UTILITIES  
FURNISHED BY LESSOR AS A PART OF RENTAL CONSIDERATION

SERVICES AND UTILITIES

LESSOR'S ANNUAL COST FOR

(A) ENTIRE BUILDING

(B) GOVT. - LEASED AREA

FOR GOVERNMENT  
USE ONLY

(b) (4)

1/12/00

**TO ALL PROSPECTIVE OFFERORS**

**AMENDMENT NO. 1**

**TO**

**SOLICITATION FOR OFFERS NO. 98-022**

**Date issued: December 6, 1999**  
**Effective date: December 6, 1999**

This announces Amendment No. 1 to the Solicitation For Offers (SFO) soliciting offers for 49,692 square feet of rentable space in Northern Virginia. Rentable space must yield 48,000 – 49,000 occupiable square feet of laboratory and related space. The following paragraphs are hereby amended as indicated:

**Paragraph 1.3 Unique Requirements**

Subparagraph a is amended as follows:

- a. The average net (excluding services and utilities) annual rental must not exceed \$1.93 million dollars for Fiscal Year 2000.

**Paragraph 1.6 Occupancy Date**

Paragraph is amended as follows:

Occupancy is required by Fall 2001 with an overall project duration not to exceed 22 months from the lease award date.

**Paragraph 1.7 How to Offer**

Subparagraph b is amended as follows:

1. GSA Form 1364, Proposal to Lease Space (Attachment No. 1) or similar form.
  - a) The Government will provide a lump sum payment of \$1,500,000 for tenant improvements. The value of these improvements should not be included in the Lessor's rental offer for award evaluation purposes.

- b) The offeror shall provide an estimate of the lump sum cost and cost per square foot associated with the incremental difference for all build-out above the building shell. This estimate will be defined as the tenant work. The lump sum cost and rate per square foot for the tenant work shall be exclusive of taxes and operating costs.

The estimate will be definitized during the design and construction phases of the project.

The Building Shell is defined as follows:

- 1) Building exterior is completed.
- 2) All common areas, such as circulation corridors, lobbies, food service areas and rest rooms are completed and operational.
- 3) Elevators are completed and operational.
- 4) Toilet Rooms are completed and operational.
- 5) Mechanical and electrical rooms are completed, operational and ready for tenant improvement.
- 6) Means of fire egress areas, including stairwells and outside exits, are completed and operational.
- 7) All building standard fire and safety systems typical of Class-A downtown office space are installed and operational. In no instance should such fire safety systems to be charged to general or customization allowance.
- 8) All HVAC equipment is installed and operational. Main lines, branch lines, VAV boxes, dampers, flex and diffusers are installed and operational.
- 9) Control systems are installed and operational. Controls in tenant areas will be attached to walls during tenant improvement.
- 10) Hot and cold water risers, domestic waste risers and vent risers are installed and ready for connections per tenant improvement plans.
- 11) Complete electrical distribution capacity sufficient to operate Class-A downtown office space in each premises which the Government will occupy.
- 12) Windows are installed. (No window treatments, i.e. blinds, drapes, etc.)
- 13) Permanent, perimeter and demising slab to slab partitions (including all columns) shall be finished with paint and base as specified.
- 14) Exterior building doors and doors necessary to the core areas, common areas, and lobbies shall be installed and operational. This does not include interior doors specific to tenant alterations. Related hardware shall be installed per specifications.
- 15) No ceiling tile, carpet, tenant partitioning, wall or window finishes are installed.

**Paragraph 2.4 ALTERNATE PROPOSALS (BID OPTIONS)**

The following sentence shall be included in the paragraph:

Offerors are encouraged to submit recommendations for value engineering. All recommendations will be considered after award and any savings resulting from the recommendations shall be shared between the Lessor and Government in accordance with a cost sharing formula that will be determined after award.

**Paragraph 5.4 UTILITIES**

Add paragraph in bold – section to read has follows:

The Lessor shall ensure that utilities necessary for operation within the building are provided. Utility meters shall be furnished and installed in each supply source. **Utilities for the exterior building, grounds and parking areas shall be provided by the Lessor and shall be separate from the Government's meters. The exterior common area utilities shall be paid by the lessor.**

**PROJECT PROGRAM DOCUMENTS**

A CD Rom disc containing Solicitation 98-022 Attachment #3, Attachment #4, Attachment #5 with AM #0001 dated August 1999 to the Project Program Document is included as part of this SFO-Amendment #1.

## ATTACHMENT No. 2

### Information Package

---

The United States Government is seeking to lease a build-to-suit building containing laboratories and related spaces for use by Tenant for personnel, furnishings, and equipment. The Government is currently conducting a Market Survey to identify qualified Prospective Offerors possessing suitable sites for new construction.

The Government has prepared detailed Project Program Documents for the laboratory facility. As part of the rental consideration, the successful Offeror shall provide all design and engineering services required to adapt the Government-furnished Project Program to the offered site and all construction services required to construct the laboratory facility. The Lessor shall assume ownership of and responsibility for the Government-furnished Project Program at the point of lease award.

To be considered for this procurement, Prospective Offerors (and their team of architects, engineers, and contractors) must meet the minimum qualifications set forth by this Information Package (see Part A – Minimum Qualifications).

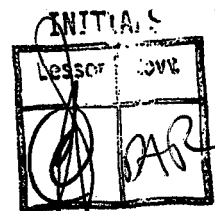
The offered site must meet the minimum selection criteria set forth by this Information Package (see Part B – Minimum Site Criteria).

Prospective Offerors wishing to be considered should submit the information and materials requested by this Information Package (see Part C – Submittal Requirements) to the following address by 4:30pm, July 31, 1998.

United States General Services Administration  
National Capital Region, Public Building Service  
GSA Realty Services Division  
(WPEMD), Room 7660  
7<sup>th</sup> & D Street, SW  
Washington, DC 20407

Attention: Brian P. McDowell (202) 708-7133

Copies of the Project Program Documents will be made available to qualified Offerors as part of the Solicitation. However, the Project Program Documents will not be distributed at this time and the information that the Documents contain is not necessary for preparing a response to this Information Package. Qualified offerors will be notified for the Government's site visit schedule prior to issuing the Solicitation for Offer (SFO).



## Part A – Minimum Qualifications

### 1. Lessor's Qualifications

The Lessor must have a demonstrated record of successfully developing, constructing, and managing properties of similar size and complexity.

The Lessor must have developed and constructed at least five properties of similar size (at least 40,000 gross square feet) since 1987. At least one of those facilities must have been of similar complexity (laboratory, hospital, research and development facility, electronics fabrication facility, or similar high-technology facility).

The Lessor must have a Building Manager assigned for the facility.

The Tenant Agency may choose to reject as unqualified, prospective Offerors that, in the opinion of the Tenant Agency and based upon its independent investigations, may endanger the health, safety, welfare, and security of the Tenant Agency's site users or who may impact the ability of the Tenant Agency to conduct its normal work activities.

### 2. Lessor's Project Manager

During design and construction, the Lessor shall engage the services of a professional Project Manager who is qualified for the particular demands of the project. The Project Manager must have demonstrated experience, competency, and expertise with the particular demands and requirements for the design and construction of a laboratory facility. The Project Manager must have successfully served in that capacity for least three projects of similar size (at least 40,000 gross square feet) since 1990. At least one of those projects must have been of similar scope and complexity (laboratory, hospital, electronics fabrication facility, or similar high-technology facility).

### 3. Lessor's Architects and Engineers

During design and construction, the Lessor shall engage the services of professional Architects and Engineers who are qualified for the particular demands of the project and who are licensed by the jurisdiction where the site is located to practice the discipline for which they are engaged.

Complying with the requirements set forth by the Project Program Documents to be provided by the Government, the Lessor's Architect and Engineers shall:

- Site-adapt the Government's Prototype Building Project Program in response to the unique features and conditions of the site.
- Adapt the Government's Prototype Building Project Program to comply with all applicable local rules, regulations, codes, and ordinances that govern construction and occupancy of a building on the site.
- Prepare Construction Drawings and Specifications.
- Take professional responsibility for the resulting design by acting as Architect-of-Record and/or Engineer-of-Record.

Additional responsibilities for the Lessor's Architect and Engineers may be set forth by the Solicitation for Offers.

At minimum, the Lessor's team of Architects and Engineers shall consist of representatives of the following professional disciplines:

- Architect
- Structural Engineer
- Civil Engineer
- Mechanical Engineer
- Electrical Engineer



- Fire Protection Engineer
- Landscape Architect

### 3.1 Architect's Qualifications

To be considered qualified:

- The Architect must be licensed to engage in the professional practice of architecture by the state (or federal district) where the site is located.
- The Architect must demonstrate familiarity with all applicable rules, regulations, codes, and ordinances that govern construction and occupancy of a building on the site. The Architect must have successfully completed at least one project since 1992 in the jurisdiction where the site is located.
- The Architect must demonstrate experience, competency, and expertise with the particular demands and requirements of a laboratory facility. The Architect must have successfully completed at least three projects of similar size (at least 40,000 gross square feet) and complexity (laboratory, hospital, electronics fabrication facility, or similar high-technology facility) since 1990.
- The Architect must demonstrate the capacity to undertake and complete the project in a timely fashion. The Architect must have successfully completed at least ten projects of at least 40,000 gross square feet since 1987.

### 3.2 Structural Engineer's Qualifications

To be considered qualified:

- The Structural Engineer must be licensed to engage in the professional practice of structural engineering by the state (or federal district) where the site is located.
- The Structural Engineer must demonstrate experience, competency, and expertise with the particular demands and requirements of the project type. The Structural Engineer must have successfully completed at least three projects of similar size (at least 40,000 gross square feet) and complexity (one-story, combination of steel brace-frame with cast-in-place concrete shear walls and engineered concrete masonry unit construction) since 1990.

### 3.3 Civil Engineer's Qualifications

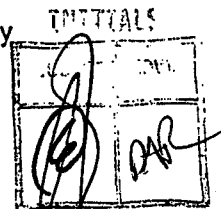
To be considered qualified:

- The Civil Engineer must be licensed to engage in the professional practice of civil engineering by the state (or federal district) where the site is located.
- The Civil Engineer must demonstrate familiarity with all applicable rules, regulations, codes, and ordinances that govern construction and occupancy of a building on the site. The Civil Engineer must have successfully completed at least one project since 1992 in the jurisdiction where the site is located.
- The Civil Engineer must demonstrate experience, competency, and expertise with the particular demands and requirements of the project type. The Civil Engineer must have successfully completed at least three projects of similar size (at least 4.5 acres) and complexity (site development planning, grading and drainage, parking lot and roadway design) since 1990.

### 3.4 Mechanical Engineer's Qualifications

To be considered qualified:

- The Mechanical Engineer must be licensed to engage in the professional practice of mechanical engineering by the state (or federal district) where the site is located.
- The Mechanical Engineer must demonstrate experience, competency, and expertise with the particular demands and requirements of a laboratory facility. The Mechanical Engineer must



have successfully completed at least three projects of similar size (at least 40,000 gross square feet) and complexity (laboratory, hospital, electronics fabrication facility, or similar high-technology facility) since 1990.

### 3.5 Electrical Engineer's Qualifications

To be considered qualified:

- The Electrical Engineer must be licensed to engage in the professional practice of electrical engineering by the state (or federal district) where the site is located.
- The Electrical Engineer must demonstrate experience, competency, and expertise with the particular demands and requirements of a laboratory facility. The Electrical Engineer must have successfully completed at least three projects of similar size (at least 40,000 gross square feet) and complexity (laboratory, hospital, electronics fabrication facility, or similar high-technology facility) since 1990.

### 3.6 Fire Protection Engineer's Qualifications

To be considered qualified:

- The Fire Protection Engineer must be licensed to engage in the professional practice of fire protection engineering by the state (or federal district) where the site is located.
- The Fire Protection Engineer must demonstrate familiarity with all applicable rules, regulations, codes, and ordinances that govern construction and occupancy of a building on the site. The Fire Protection Engineer must have successfully completed at least one project since 1992 in the jurisdiction where the site is located.
- The Fire Protection Engineer must demonstrate experience, competency, and expertise with the particular demands and requirements of the project type. The Fire Protection Engineer must have successfully completed at least three projects of similar size (at least 40,000 gross square feet) since 1990.

### 3.7 Landscape Architect's Qualifications

To be considered qualified:

- The Landscape Architect must be licensed to engage in the professional practice of landscape architecture by the state (or federal district) where the site is located.
- The Landscape Architect must demonstrate experience, competency, and expertise with the particular demands and requirements of the project type. The Landscape Architect must have successfully completed at least three projects of similar size (at least 4.5 acres) and complexity (site development planning, landscape planning, planting design, irrigation design, hardscape design) since 1990.

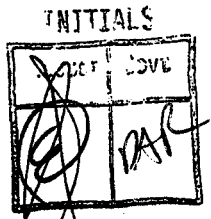
## 4. Lessor's Construction Team

During construction, the Lessor shall engage the services of a full-time Construction Manager or On-Site Superintendent and a General Contractor who are qualified for the particular demands of the project.

### 4.1 Construction Manager's (or On-Site Superintendent's) Qualifications

To be considered qualified:

- The Construction Manager must demonstrate experience, competency, and expertise with the particular demands and requirements of a laboratory facility. The Construction Manager must have successfully served in that capacity on at least three projects of similar size (at least 40,000 gross square feet) since 1990. At least one of these projects must have been of similar scope and complexity (laboratory, hospital, electronics fabrication facility, or similar high-technology facility).



#### 4.2 General Contractor's Qualifications

To be considered qualified:

- The General Contractor must be licensed by the state (or federal district) where the site is located.
- The General Contractor must demonstrate experience, competency, and expertise with the particular demands and requirements of the project type. The General Contractor must have successfully completed at least five projects of similar size (at least 40,000 gross square feet) and construction type (one-story, combination of steel brace-frame with cast-in-place concrete shear walls and engineered concrete masonry unit construction) since 1990. At least one of these projects must have been of similar scope and complexity (laboratory, hospital, electronics fabrication facility, or similar high-technology facility).
- The General Contractor must demonstrate a bonding capacity in excess of \$10 million. However, the Government will not require the purchase of a performance bond for this project.



## Part B – Minimum Site Criteria

### 1. Delineated Area

The site must be within the delineated area. The delineated area for this procurement will be within the Commonwealth of Virginia within the boundaries of the Potomac River in the North, Route 15 in the West, I-66 (between Routes 15 and 234), Route 234 in the South and I-95 in the South and East.

### 2. Title

At the time of Final Revision, the Prospective Offeror must show satisfactory evidence of site ownership, access to ownership through held options, and/or sufficient control to carry out all the terms and conditions of the Lease.

### 3. Zoning and Master Plan

At the time of the response to the Information Package, the site must be adequately zoned and/or master planned to accommodate:

- The initial construction of a new one-story building housing approximately 55,000 gross square-feet of analytic and forensic laboratories, offices, and support spaces.
- The potential future expansion of the building to a total of 80,000 gross square feet of laboratory and office uses.

### 5. Infrastructure Availability

At the time of the response to the Information Package, all necessary infrastructure, public services, utilities, and roadways must be available to the site. Sites must have sewer and water allocation capacity sufficient to serve 80,000 gross square feet of laboratory and office space and 100 Tenant Agency employees and meet all applicable Federal, state, and local requirements.

### 6. Environmental Quality

#### *Environmental Assessment and Site Contamination:*

At the time of the response to the Information Package, the Prospective Offeror must submit a Phase I Environmental Site Assessment for all parcels offered. Assessments must meet American Society for Testing and Materials standard ASTM 1527-94. For all land uses occurring since the completion of the Phase I Assessment, the Prospective Offeror must submit satisfactory documentation reflecting compliance with all Federal, state, and local environmental regulations. The site must be free of any known site contamination. Sites requiring contaminant removal or remediation will not be considered for this procurement.

#### *Floodplain:*

The usable portion of the site must not be subject to flooding. The building pad and the surrounding area located within 60 feet the building shall not be located within a FEMA 100-year floodplain.

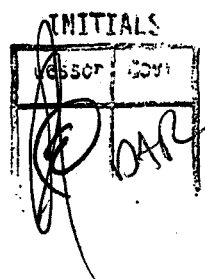
#### *Earthquake Fault:*

The site must be located at least 100 feet from the trace of any known active earthquake fault.

### 7. Adjacent Land Uses and Character of Neighborhood

The site is to be located in attractive, prestigious, and professional surroundings. Streets and sidewalks must be well maintained. Existing adjacent uses must be compatible with and/or similar to an analytic laboratory. Compatible neighborhood uses include:

- An office or light-industrial district with a prevalence of modern design and/or tasteful rehabilitation in modern use.



- An office, research, technology, or business park that is modern in design with a campus-like atmosphere.

The site must not have objectionable adjacent land uses that cannot be reasonably mitigated. Objectionable uses are those that, in the opinion of the Tenant Agency, endanger the health, safety, and welfare of the Tenant Agency's site users, or which generate impacts affecting the ability of the Tenant Agency to conduct its normal work activities. Locations near Correctional Facilities, Drug Clinics, Half-way Houses, or other similar uses will not be considered for this procurement.

The site must not be located within 1000 linear feet of an existing residential neighborhood or school.

#### **9. Access to Interstate Highway or Freeway**

The site must be accessible to an interstate highway or freeway as follows:

- The site must be within five (5) driveable miles of an existing interstate highway or freeway.

A freeway is defined as a major highway with full control of vehicular access and with no crossings at grade. The distance will be measured along the centerline of the connecting road(s) from the primary vehicular entrance at the offered site boundary and ending at the centerline of the interstate highway or freeway.

#### **10. Available Amenities**

The following amenities and employee services shall be located within two (2) driveable mile of the site:

One or more restaurants or eating facilities,  
One or more banks,  
One or more cleaners.

#### **11. Parking**

The Government does not require on-site parking for the Tenant Agency's employees. However, the local code authority having jurisdiction over the site may require, or the Offeror may elect to provide, on-site parking. At the time of the response to the Information Package, the Prospective Offeror must declare the amount of on-site parking to be provided and show satisfactory evidence of the site's ability to accommodate the parking to be provided. Employee parking provided (if any) must comply with the site development design criteria set forth by the Government's Project Program Documents.

The Government requires that parking and/or loading spaces be provided for a limited number of official vehicles. These spaces are to be located within the Secure Truck Yard described by the Government's Project Program Documents.

#### **12. Suitable for New Construction**

The site must be suitable for the construction of a new building. Sites requiring demolition of existing structures in preparation for new construction will be considered acceptable only if demolition can be accomplished without detriment to the Government's schedule (refer to Paragraph 14 for schedule).

#### **13. Ability to Accommodate Government's Prototype Project Program**

Sites must be of sufficient size and configuration to accommodate the Government's Prototype Building Project Program without modification to that design. At the time of the response to the Information Package, the Prospective Offeror must show satisfactory evidence of the site's ability to accommodate the Project Program.

The Government has prepared detailed Project Program Documents illustrating the Prototype Building Project Program and setting forth detailed requirements governing the siting of the building. These requirements include the following:

INITIALS  
OFFEROR GOVT  
[Signature] [Signature]

*(The drawings included in the Project Program Documents have been summarized for use in the Information Package by the attached diagrams. The general configuration and overall dimensions of the Government's Prototype Building Project Program are illustrated by Information Package Diagram No 1.)*

**Minimum Size of Site:**

The Government estimates that, without on-site employee parking, a site of at least 4.6 acres is required to accommodate the Prototype Building Project Program. The provision of on-site parking and/or the application of the site development criteria required by the Project Program Documents to the unique conditions of a specific site may result in the requirement for a larger site. The area of the site alone will not be a factor in determining its suitability.

**Site Topography:**

The Government's Prototype Building Project Program requires a level building pad. The Enclosed Garden and Secure Truck Yard must be generally level. The surrounding Landscaped Buffer Zone as illustrated by the Project Program Documents (Information Package Diagram No 4) must slope away from the level building pad.

If not generally level at the time of the response to the Information Package, sites offered must be capable of being graded to achieve the necessary topography without delaying the project schedule.

**Orientation of Building with Respect to North:**

The Prototype Building plan may be rotated to any orientation. The Prototype plan may not be mirrored.

**Street Frontage:**

A site with a single frontage (adjoining public or private streets or right-of-ways) is preferred. However, street frontages may occur on a maximum of two sides of the site. The length of the boundary adjoining such streets and right-of-ways shall not exceed 50 percent of the total length of the entire site perimeter.

**Orientation of Building with Respect to Street Frontage:**

Single street frontage to the east (with respect to the assumed north shown on the Project Program Documents) of the building is preferred. However, street frontage (or frontages) may be located to the south, east, or west of the building. Street frontage may not occur to the north of the building.

**Minimum Setbacks from Property Lines, Assumed Property Lines, and Right-of-Way Boundaries:**

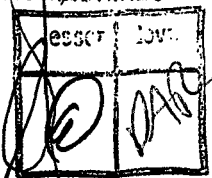
All portions of the building footprint must be setback at least 60 feet from the adjacent property lines, assumed property lines, and right-of-way boundaries as illustrated in detail by the Project Program Documents (Information Package Diagram No 2).

Certain site development features outside of the building footprint but integral to the Prototype Building Project Program must be setback at least 20 feet from the adjacent property lines, assumed property lines, and right-of-way boundaries as illustrated in detail by the Project Program Documents (Information Package Diagram No 2).

For purposes of determining setbacks, "assumed property lines" occur along lines placed equidistant between existing buildings (if any) on the site and the Prototype Building footprint.

**Minimum Setbacks from Parking and On-Site Access Roadways:**

- Unsecured On-site Parking for Tenant Agency employees – all portions of the building footprint must be setback at least 100 feet from unsecured parking (if any) located on the site as required by the Project Program Documents (Information Package Diagram No 3)



- Secured On-site Parking for Tenant Agency employees – all portions of the building footprint and certain site development features outside of the building footprint must be setback at least 20 feet from secured parking (if any) located on the site as required the Project Program Documents (Information Package Diagram No 3).
- Public Parking – parking (if any) available to the general public shall not be permitted on-site.
- Official Vehicle Parking – official vehicle parking shall be located within the Secure Truck Yard as required by the Project Program Documents (Information Package Diagram No 1).
- Parking Located on Adjacent Properties – all portions of the building footprint must be setback at least 100 feet from parking of any type located on adjoining properties.

*Relationship of Building to On-site Parking:*

On-site parking (if any) for other than official vehicles may be located to the south, east, or west (with respect to the assumed north shown on the Project Program Documents) of the building. On-site parking may not be located to the north of the building. Official vehicle parking shall be located within the Secure Truck Yard as required by the Project Program Documents.

*Landscaping Buffer Required Around Building:*

The Government's Project Program Documents require a landscaped buffer zone surrounding the building (Information Package Diagram No. 4). The location of access roadways (including fire department access lanes), parking lots, and pedestrian walkways within the buffer zone is limited.

*Vehicle Access to Secure Truck Yard:*

Vehicle access onto the site from the adjoining public street(s), and across the site into the Secure Truck Yard, shall be adequate to accommodate a 55 foot-long semi-truck and trailer. Vehicle access to the Secure Truck Yard shall be provided at the locations shown by the Project Program Documents (Information Package Diagram No 1).

**14. Ability to Meet the Government's Schedule**

The building shall be ready for the Government to take occupancy of the building 22 months after executing a lease with the successful Prospective Offeror. For example: for a lease executed in June 1998, occupancy is desired in April 2000.

Sites requiring extensive demolition, grading, or other site preparation work which cannot be accomplished without detriment to the Government's schedule will not be considered acceptable. Sites requiring lengthy Environmental Review and/or Land Use approvals by the local government authority having jurisdiction will not be considered acceptable. Time required for the aforementioned Environmental Review/Process is included in the 22 months as specified in the above paragraph.

| INITIALS           |                    |
|--------------------|--------------------|
| Lessor             | Govt               |
| <i>[Signature]</i> | <i>[Signature]</i> |

## Part C – Submittal Requirements

Prospective Offerors must submit the following completed documents as part of the response to the Information Package. Prospective Offerors will not be considered for this procurement unless they comply with all submittal requirements.

### 1. Lessor's Qualifications:

The Prospective Offeror shall submit the following completed documents establishing the Lessor's qualifications as part of the response to this Information Package:

- Letter of Interest – should include the complete legal name and address of the prospective Offeror as well as the name and address of the proposed site.
- Business Organization Overview – describing the general organization, history, experience, and capabilities of the prospective Offeror.
- Business License issued by the jurisdiction in which the site is located and, if applicable, Corporate Certificate of Good Standing
- IRS Tax Identification Number
- List of properties developed, constructed, and/or managed by the prospective Offeror which the Offeror wishes the Government to consider as evidence of their qualifications. Include the following information for each property:

Description of Property :

Location and Address :

Size of Property – provide both site area and gross building area.

Date Built

Role of Prospective Offeror (developed by and currently owned by Offeror, developed by Offeror and then sold to others, developed by others and subsequently purchased by Offeror)

Reference – provide name, address, and contact telephone number.

### 2. Lessor's Project Management Team Qualifications:

For each entity or individual comprising the Lessor's Project Management Team, the Prospective Offeror must submit a completed "Standard Form 254 – Architect-Engineer and Related Services Questionnaire for special project" and a completed "Standard Form 255 – Architect-Engineer and Related Services Questionnaire". This form (form 255) for the Project Management Team should be separate from the Standard Form 255s used to describe the Lessor's team of Architects and Engineers and the Lessor's Construction Team.

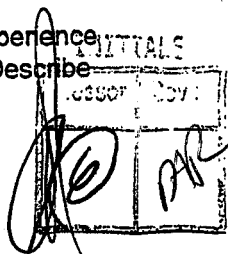
For projects or properties that the Prospective Offeror wishes the Government to consider as evidence of the Project Manager's experience and qualifications, submit the name, address, and telephone number of a contact reference. Describe the relationship of the reference with regard to the project or property.

### 3. Lessor's Architect and Engineer Qualifications:

For each entity or individual comprising the Lessor's team of Architects and Engineers, the Prospective Offeror must submit a completed Standard Form 254 – Architect-Engineer and Related Services Questionnaire.

For the entire team of Architects and Engineers, submit a completed Standard Form 255 – Architect-Engineer and Related Services Questionnaire for special projects. This form (form 255) for the Architects and Engineers should be separate from the Standard Form 255s used to describe the Lessor's Project Management Team and the Lessor's Construction Team.

For projects that the Offeror wishes the Government to consider as evidence of the team's experience and qualifications, submit the name, address, and telephone number of a contact reference. Describe the position of the reference with regard to the project.



**4. Lessor's Construction Team Qualifications:**

For each entity comprising the Lessor's Construction Team (General Contractor and Construction Manager or On-Site Construction Superintendent), the Prospective Offeror must submit a completed Standard Form 254. In order to preserve the Lessor's ability to competitively bid the project, the prospective Offeror may submit the names of (and supporting documentation for) up to four separate General Contractors. All General Contractors submitted by the Lessor must meet the minimum qualifications stated above.

For the entire Construction Team, the Prospective Offeror must submit a completed Standard Form 255. This form (form 255) for the Construction Team should be separate from the Standard Form 255s used to describe the Lessor's Project Management Team and the Lessor's team of Architects and Engineers.

For projects that the Prospective Offeror wishes the Government to consider as evidence of the team's experience and qualifications, submit the name, address, and telephone number of a contact reference. Describe the position of the reference with regard to the project.

5. **Site Description** – a written description no more than two single-spaced pages in length describing the offered site and its merits.
6. **Site Data Questionnaire** – complete Attachment No 1 – Site Data Questionnaire.
7. **Site Location Map** – a regional map of the entire delineated area with the location of the offered site clearly indicated.

The map must illustrate the location of interstate highways, freeways, and other major arteries.

The map must illustrate the route the Prospective Offeror wishes the Government to consider as evidence of compliance with the minimum site criteria for Roadway Access.

8. **Neighborhood Map** – a scale map of showing the area within a two (2) mile radius of the offered site with the location of the site clearly indicated.

The map must illustrate the location and clearly identify all amenities and employee services that the Prospective Offeror wishes the Government to consider as evidence of compliance with the minimum site criteria.

The map must illustrate the location of all Metrobus or local bus stops that the Prospective Offeror wishes the Government to consider as evidence of compliance with the minimum site criteria. The lines serving each stop must be clearly indicated. The walking route between the offered site and each stop must be clearly indicated.

The map must illustrate and identify the location of all schools and residential neighborhoods within a one (1) mile radius of the offered site.

9. **Land Use Map** – a zoning, general plan, master plan or similar map with the offered site clearly indicated which the Prospective Offeror wishes the Government to consider as evidence that:
  - The current zoning and/or master plan will accommodate the proposed laboratory use.
  - The current and proposed surrounding uses are compatible with the proposed laboratory use.
10. **Site Survey** – a survey drawing of the offered site prepared by a licensed land surveyor and illustrating the following information:
  - Property boundaries
  - Easements and right-of-way lines
  - Existing topography (illustrated through spot elevations and 1 foot-interval contour lines)
  - Existing buildings and improvements
  - Acreage

INITIALS

|                    |                    |
|--------------------|--------------------|
| Lessor             | Govt               |
| <i>[Signature]</i> | <i>[Signature]</i> |

The site survey should be prepared at a scale of 1 inch equals 30 feet. The area illustrated must incorporate the offered site, the entire width of all adjoining streets or right-of-ways, and all buildings and improvements on adjoining properties within 50 feet of the offered site.

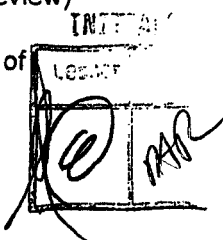
11. **Legal Description** of the offered site.
12. **Title** or documentary evidence of ownership, access to ownership through held options, and/or sufficient control by the Prospective Offeror to carry out all the terms and conditions of the Lease
13. **Aerial Photograph** – a recent aerial photograph at a scale of 1 inch equals 100 feet showing the offered site and extending at least 1000 feet beyond the offered site in all directions.
14. **Descriptive Site Photographs** – at least eight different recent photographs (color, 8 inch by 10 inch minimum size) showing a variety of views of the offered site and its immediate surroundings.
15. **Phase I Environmental Site Assessment** – indicating that the offered site is free of contamination
16. **Environmental Impact Assessment Questionnaire** – complete Attachment No 2 – Environmental Impact Assessment Questionnaire.
17. **Proposed Conceptual Site Plan** – a conceptual site plan drawn at a scale of 1 inch equals 30 feet illustrating the proposed location of the building on the site. The area illustrated must incorporate the offered site, the entire width of all adjoining streets or right-of-ways, and all buildings and improvements on adjoining properties within 50 feet of the offered site. All proposed site development work must be conceptually illustrated. Location and extent of vehicular site access, access roadways, parking areas, fire access lanes, pedestrian walkways, and landscaping must be clearly indicated. Critical dimensions and other features which the Prospective Offeror wishes the Government to consider as evidence that the offered site can accommodate the Government's Prototype Project Program must be included.
18. **Project Schedule** – a project schedule showing start date, duration, and end dates (measured relative to date of award) for each of the following tasks and milestones. The schedule should indicate which tasks are linked (predecessor and successor tasks) and which tasks may be accomplished concurrently.

**Preparation of Construction Documents (Site-Related)** – the Prospective Offeror is responsible for preparing complete Design and Construction Documents for all site-specific elements of the project including the design of the building foundation.

**Preparation of Construction Documents (Building-Related)** – the Government has prepared Project Program Documents illustrating the Government's detailed Project Program requirements. These documents will be made available to qualified Prospective Offerors during the formal Offering phase, but will not be available for review during the Market Survey phase.

- For purposes of preparing the Project Schedule requested during the Market Survey phase, Prospective Offerors may assume that the Government's Project Program Documents represent complete construction documents for a Prototype Building Project Program complying with the model Building Code. The Prospective Offeror may assume that the work necessary to complete is limited to site-adapting the Prototype Building Project Program to a specific site and making minor modifications as necessary to conform with the specific requirements of the Building Code used by the local government authority having jurisdiction over construction on the site.
- For purposes of preparing the Project Schedule requested as part of the formal Offering, Offerors will be advised to carefully review the Government's Project Program Documents and make their own independent assessment of the effort required to prepare Site-Specific Construction Documents. The Solicitation for Offering will contain additional detailed requirements regarding the preparation of Construction Documents.

**Review of Construction Documents by Government** – allow 45 calendar days (each review) for the Government's compliance review of the Lessor's Construction Documents. The Government will review the Lessor's Construction Documents at the 50% and 90% levels of



completion. However, at the Lessor's option, the 50% and 90% reviews may be combined into a single review occurring at the 90% completion stage. In addition, at the Lessor's option, the Site-Related and Building-Related Construction Documents may be submitted for review either separately or concurrently. As a separate task item, the Project Schedule submitted should allocate adequate time following the Government's review for the Lessor to correct or revise the Construction Documents in response to the Government's comments.

**Local Approvals and Permits** – provide schedule information for each permit, approval, or authorization required. If multiple permits and/or approvals are required, list and provide schedule information for each as a separate, individual task item.

**Demolition (if any required to prepare the site for new construction)**

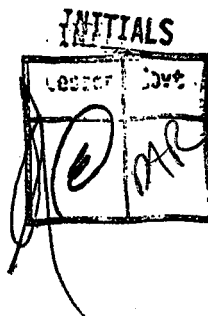
**Grading and Site Preparation**

**Construction** – provide breakdown of construction schedule into major elements such as Foundation, Steel Erection, Building Enclosure, Mechanical Systems, Interior Construction, Interior Finishes, and others as may be appropriate.

**Commissioning**

**Occupancy by Tenant Agency** – show as a milestone date.

**Other** – the Project Schedule should include any other information that the Prospective Offeror wishes the Government to consider as evidence of the Prospective Offeror's ability to achieve the Government's desired occupancy schedule.



## Attachment No 1 - Site Data Questionnaire

---

### General Site Information

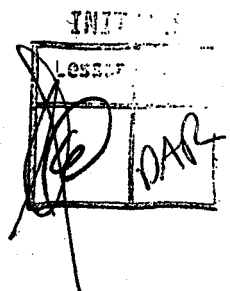
1. Identify the location of offered site. Provide complete address and additional information as necessary to completely and uniquely identify the offered site.
2. State the size of the offered site (in square feet).
3. State the driveable distance from the offered site to an Interstate Highway or Freeway. Describe the route taken and method used to calculate the travel time. The written information to be provided here by the Prospective Offeror is intended to supplement the graphic information requested elsewhere.
4. Will demolition be required to clear the site in preparation for new construction? If demolition is required, estimate the length of time required to complete demolition (measured from the date of award).

### Zoning and Land Use

5. Identify the government agency having lead authority to approve or regulate land use on the offered site. Provide contact name, address, and phone number.
6. Identify applicable code or ordinance used by lead agency to regulate land use on the site.
7. Indicate current zoning or land use classification(s) of site. Provide detailed references to applicable code or copy of zoning map.
8. List all uses allowed by current classification. Provide detailed references to applicable code.
9. State maximum Floor Area Ratio (FAR) of building allowed. State "No Limit" if not regulated or not limited. Provide detailed references to applicable code.
10. State maximum floor area (in square feet) of building allowed.
11. State maximum height of building allowed. State "No Limit" if not regulated or not limited. Provide detailed references to applicable code.
12. State amount of on-site parking required by local code. State "None" if not required.
13. Describe any other zoning or land use requirements which might affect the suitability of the site to accommodate the Government's requirements.
14. Describe all necessary planning, environmental impact, zoning, or land use permits and/or approvals which must be obtained from the lead agency.
15. Estimate period of time (measured from date of award) required to obtain necessary permits and/or approvals from the lead agency.
16. Identify all other government agencies having secondary authority to approve or regulate land use on the offered site. Examples of agencies having secondary authority include Historic Preservation Boards, Design Review Boards, Air Quality Management Districts, and Waste Water Management Districts. For each agency, provide contact name, address, and phone number. State nature of regulation and its impact on the offered site. Describe all permits and/or approvals which must be obtained from each agency. Estimate time required to obtain necessary permits and/or approvals.

### Building Permits

17. Identify the government agency having lead authority to approve or regulate construction on the offered site. Provide contact name, address, and phone number.
18. Identify applicable code or ordinance used by lead agency to regulate land use on the site.



**Police and Fire Services**

19. Identify the government agency or agencies responsible for providing police and fire services to the offered site. Provide contact name, address, and phone number for each agency.

**Public Utilities and Infrastructure**

20. Identify the public utility responsible for providing each of the following services to the offered site. Provide contact name, address, and phone number for each utility.

Water and Sewer Services  
Electricity  
Natural Gas  
Telephone

21. Is the necessary infrastructure, public services, utilities, and roadways currently in place to serve the offered site?
22. State the capacity of the sewer and water allocation available to the offered site.

**Environmental Quality**

23. Is the offered site free from known contamination?
24. Is any portion of the offered site located within a FEMA 100-year floodplain?
25. Is the offered site located within 100 feet of the trace of an active earthquake fault?

**Adjacent Uses and Character of Neighborhood**

26. Describe the current use of each property adjacent to the offered site.
27. State the distance from the offered site to the nearest school. Identify the school and describe the method used to determine the distance. The written information to be provided here by the Prospective Offeror is intended to supplement the graphic information requested elsewhere.
28. State the distance from the offered site to the nearest residential area. Describe the method used to determine the distance. The written information to be provided here by the Prospective Offeror is intended to supplement the graphic information requested elsewhere.

**Available Amenities**

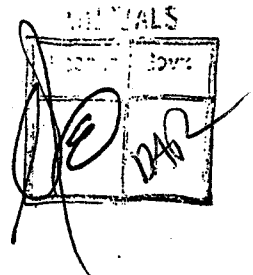
29. Describe the amenities that the Prospective Offeror wishes the Government to consider as evidence of compliance with the minimum site criteria. State the distance from the offered site to each amenity.



## Attachment No 2 – Environmental Impact Assessment Questionnaire

---

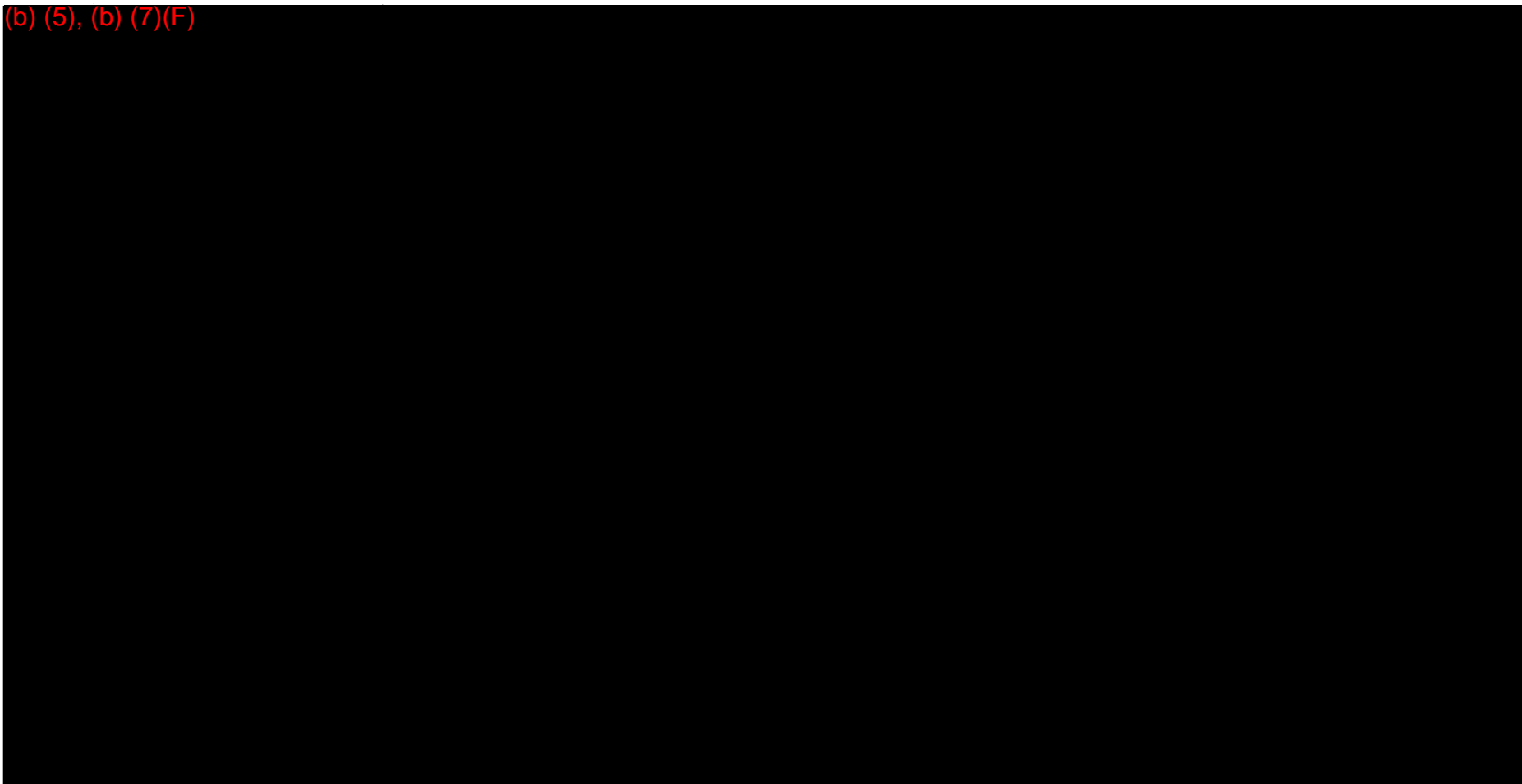
1. Can the project construction activities impact a nearby regulated wetland (federal or state)? If yes, provide explanation.
2. Is any portion of the site upgradient of a 100-year floodplain (either on-site or adjacent off-site)? If yes, provide explanation.
3. Does the site contain farmland? If yes, provide explanation.
4. Does the site contain critical habitat or rare/endangered species? If yes, provide explanation.
5. Does the site contain slopes greater than 15% (15:100 ratio)? If so, approximately what percentage of the site contains slopes of 15% or greater?
6. Based on existing topography, does the site require extensive grading and/or fill (i.e. impacting of 50% of the facility)? If yes, provide explanation.
7. Is the site affected by seismic hazards? If yes, provide explanation.
8. Will the site development impact aquifer recharge? If yes, provide explanation.
9. Are drinking supply wells located within 500 feet of the site? If yes, provide explanation.
10. Is the water table within 3 feet of the grade level? If yes, provide explanation.
11. Do sensitive noise/air quality receptors (e.g. residences, institutions, schools, day-care facilities) existing within ¼ mile of the site? If yes, provide explanation.
12. Have archaeological artifacts been found on or adjacent to the site? If yes, provide explanation.
13. Are there currently any storage tanks (including under-ground storage tanks) present on the site? If yes, are any of the materials stored therein categorized as hazardous by any applicable law or regulation?
14. Have under-ground storage tanks ever been located on the site? If yes, provide explanation.
15. Does the site or do existing building thereon contain PCB electric transformers, urea formaldehyde, or asbestos? If yes, provide explanation.
16. Has hazardous/toxic waste remediation ever taken place on the site or at adjacent properties. If yes, provide explanation.
17. Do past uses of the site suggest that toxic or hazardous materials may have been present? If yes, provide explanation.
18. Has the site ever been filled with refuse materials? If yes, provide explanation.
19. Were there prior buildings on the site or are there curb cuts, footings, or other signs of former buildings on the site? If yes, provide explanation.
20. Is there any indication that the site contains radon levels above the EPA action level? If yes, provide explanation.
21. Is part of the site currently involved in any environmental litigation proceedings involving hazardous substances or petroleum products?
22. Do any of the following studies and/or documentation exist for any portion of the site? If yes, provide a copy of each with the submittal.
  - Environmental site audit?
  - Environmental permits?
  - Registration permits for storage tanks?
  - Hazardous substance safety plans?
  - Hazardous waste generator records?
  - Hydrologic studies?



- Geotechnical studies?
- Traffic count, impact, or mitigation studies?
- Notices or letters from the EPA or the environmental enforcement departments of other federal, state, or local government agencies?
- Environmental Impact Statements or Environmental Impact Reports
- Radon Tests
- Geology Evaluations (including seismic information)



(b) (5), (b) (7)(F)



USE: VACANT LAND  
ZONING: DD-10

|                              |  |              |                   |  |  |
|------------------------------|--|--------------|-------------------|--|--|
| <b>DATE:</b><br>MAR. 7, 2000 |  | <b>DRAFT</b> | <b>REVISIONS:</b> | <b>SITE/GRADING PLAN</b>   |  |
| <b>SCALE:</b><br>AS SHOWN    |  |              |                   | <b>UNITED STATES DEPARTMENT OF JUSTICE<br/>DRUG ENFORCEMENT ADMINISTRATION<br/>LABORATORY FACILITY SPECIAL TESTING<br/>AT<br/>SUMMIT AT DULLES<br/>MERCER ELECTION DISTRICT<br/>LOUDOUN COUNTY, VIRGINIA</b> |  |
| <b>DESIGN:</b> ALT/EBS       |  |              |                   |  |  |
| <b>DRAFT:</b> ALT            |  |              |                   |  |  |
| <b>CHECKED BY:</b>           |  |              |                   |  |  |
| <b>ARCH:</b> N/A             |  |              |                   |  |  |
| <b>JOB NUMBER:</b> 20-015-M  |  |              |                   |  |  |
| <b>SHEET NUMBER:</b> C.7     |  |              |                   |  |  |

*WJ/PAK*

G.S.A. #: 52.0000-4083